IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ALABAMA

UNITED STATES OF AMERICA, Plaintiff, and ALABAMA DEPARTMENT OF ENVIRONMENTAL MANAGEMENT, MISSISSIPPI COMMISSION ON ENVIRONMENTAL QUALITY Co-Plaintiffs, v. Hunt Refining Company and Hunt Southland Refining Company. Defendants.	)	Civil No.

CONSENT DECREE

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CONSENT DECREE

WHEREAS, Plaintiff the United States of America ("Plaintiff" or "the United States"), by the authority of the Attorney General of the United States and through its undersigned counsel, acting at the request and on behalf of the United States Environmental Protection Agency ("EPA"), the Alabama Department of Environmental Management, an agency of the State of Alabama and the Mississippi Commission on Environmental Quality ("Commission"), an agency of the State of Mississippi ("Co-Plaintiffs"), have simultaneously filed a Complaint and lodged this Consent Decree against defendants, Hunt Refining Company and Hunt Southland Refining Company (collectively "Hunt") for alleged environmental violations at Hunt's petroleum refinery in Tuscaloosa, Alabama; and Hunt's asphalt refineries in Sandersville and Lumberton, Mississippi (collectively "Covered Refineries");

WHEREAS the United States has initiated a nationwide, broad-based compliance and enforcement initiative involving the petroleum refining industry;

WHEREAS, the United States' Complaint alleges that Hunt has been and is in violation of certain provisions of the Clean Air Act, 42 U.S.C. §7401 et seq., and its implementing regulations;

WHEREAS, Hunt has not answered or otherwise responded, and need not answer or otherwise respond, to the Complaint in light of the settlement memorialized in this Consent Decree;

WHEREAS, with respect to the provisions of Section IX.C. ("Control of Acid Gas Flaring Incidents and Tail Gas Incidents") of this Consent Decree, EPA maintains that "[i]t is the intent of the proposed standard [40 C.F.R. § 60.104] that hydrogen-sulfide-rich gases exiting the amine regenerator [or sour water stripper gases] be directed to an appropriate recovery facility,

such as a Claus sulfur plant," see Information for Proposed New Source Performance Standards: Asphalt Concrete Plants, Petroleum Refineries, Storage Vessels, Secondary Lead Smelters and Refineries, Brass or Bronze Ingot Production Plants, Iron and Steel Plants, Sewage Treatment Plants, Vol. 1, Main Text at 28;

WHEREAS, EPA further maintains that the failure to direct hydrogen-sulfide-rich gases to an appropriate recovery facility -- and instead to flare such gases under circumstances that are not sudden or infrequent or that are reasonably preventable -- circumvents the purposes and intentions of the standards at 40 C.F.R. Part 60, Subpart J;

WHEREAS, EPA recognizes that "Malfunctions," as defined in Section IV of this Consent Decree and 40 C.F.R. § 60.2, of the "Sulfur Recovery Plants" or of "Upstream Process Units" may result in flaring of "Acid Gas" or "Sour Water Stripper Gas" on occasion, as those terms are defined herein, and that such flaring does not violate 40 C.F.R. § 60.11(d) if the owner or operator, to the extent practicable, maintains and operates such units in a manner consistent with good air pollution control practice for minimizing emissions during these periods;

WHEREAS, Hunt has waived any applicable federal or state requirements of statutory notice of the alleged violations;

WHEREAS, Hunt has denied and continues to deny the violations alleged in the Complaint and maintains its defenses to the alleged violations;

WHEREAS, by entering into this Consent Decree, Hunt has indicated that it is committed to pro-actively resolving the allegations of environmental concerns related to its operations raised in the Complaint;

WHEREAS, Hunt has, in the interest of settlement, agreed to undertake installation of significant air pollution control equipment and enhancements to air pollution management practices at its refineries to reduce air emissions;

WHEREAS, the parties agree that the installation of equipment and implementation of controls pursuant to this Consent Decree will achieve major improvements in air quality control, and also that certain actions that Hunt has agreed to take are expected to achieve advances in technology or other methods of air pollution control;

WHEREAS, projects undertaken pursuant to this Consent Decree are for the purposes of abating or controlling atmospheric pollution or contamination by removing, reducing, or preventing the creation of emission of pollutants ("pollution control facilities") and as such, may be considered for certification as pollution control facilities by federal, state or local authorities;

WHEREAS, in anticipation of entry of this Consent Decree, Hunt has commenced or completed installation, operation and/or implementation of certain emission control technologies or work practices at various refineries governed by this Consent Decree;

WHEREAS, the United States, Co-Plaintiffs, and Hunt have consented to entry of this Consent Decree without trial of any issues;

WHEREAS, the United States, Co-Plaintiffs, and Hunt have agreed that settlement of this action is in the best interest of the parties and in the public interest, and that entry of this Consent Decree without further litigation is the most appropriate means of resolving this matter;

WHEREAS, the United States anticipates that the affirmative relief and environmental projects identified in Section XV of this Consent Decree will reduce emissions of nitrogen oxide by approximately 150 tons annually, have reduced or will reduce emissions of sulfur dioxide by

approximately 1,100 tons annually, and will also result in reductions of volatile organic compounds and particulate matter ("PM");

NOW THEREFORE, with respect to the matters set forth in the Complaint, and in Section XX of the Consent Decree ("Effect of Settlement"), and before the taking of any testimony, without adjudication of any issue of fact or law, and upon the consent and agreement of the Parties to the Consent Decree, it is hereby ORDERED, ADJUDGED and DECREED as follows:

I. JURISDICTION AND VENUE

1. This Court has jurisdiction over the subject matter of this action and over the Parties pursuant to 28 U.S.C. §§ 1331, 1345 and 1355. In addition, this Court has jurisdiction over the subject matter of this action pursuant to Sections 113(b) and 167 of the CAA, 42 U.S.C. § 7413(b) and 7477. The United States' Complaint states a claim upon which relief may be granted for injunctive relief and civil penalties against Hunt under the Clean Air Act. Authority to bring this suit is vested in the United States Department of Justice by 28 U.S.C. §§ 516 and 519, Section 305 of the CAA, 42 U.S.C. § 7605.

2. Venue is proper in the Northern District of Alabama pursuant to Section 113(b) of the CAA, 42 U.S.C. § 7413(b), and 28 U.S.C. §§ 1391(b) and (c), and 1395(a). Hunt consents to the personal jurisdiction of this Court, and waives any objections to venue in this District.

3. Notice of the commencement of this action has been given to the States of Alabama and Mississippi, in accordance with Section 113(a)(1) of the Clean Air Act, 42 U.S.C. § 7413(a)(1), and as required by Section 113(b) of the CAA, 42 U.S.C. § 7413(b).

II. APPLICABILITY AND BINDING EFFECT

4. The provisions of the Consent Decree shall apply to the Tuscaloosa, Sandersville, and Lumberton Refineries ("Covered Refineries"). The provisions of the Consent Decree shall be binding upon the United States, the Co-Plaintiffs, and Hunt, its successors and assigns.

5. Hunt agrees not to contest the validity of the Consent Decree in any subsequent proceeding to implement or enforce its terms.

6. Hunt shall give written notice of the Consent Decree to any successors in interest prior to the transfer of ownership or operation of any portion of any Covered Refinery and shall provide a copy of the Consent Decree to any successor in interest. Hunt shall notify the United States, and the applicable Co-Plaintiff, in accordance with the notice provisions set forth in Paragraph 231 (Notice), of any successor in interest at least thirty (30) days prior to any such transfer.

7. Hunt shall condition any transfer, in whole or in part, of ownership of, operation of, or other interest in (exclusive of any non-controlling non-operational shareholder interest), any Covered Refinery, upon the execution by the transferee of a modification to the Consent Decree, which modification shall make the terms and conditions of the Consent Decree that apply to such Covered Refinery or any portion thereof applicable to the transferee. In the event of such transfer, Hunt shall notify and certify to the United States and the applicable Co-Plaintiff that the transferee has the financial and technical ability to assume and is contractually bound to assume the obligations and liabilities under this Consent Decree. By no later than thirty (30) days after the transferee executes documents agreeing to substitute itself for Hunt for all provisions in this Consent Decree that apply to the Covered Refinery or any portion thereof that

is being transferred, the Parties will jointly file a motion requesting the Court to substitute the transferee as a Defendant with respect to the applicable provisions. Hunt shall be released from the obligations and liabilities of this Consent Decree unless the United States opposes the motion and the Court finds that the transferee does not have the financial and technical ability to assume the obligations and liabilities under the Consent Decree. If Hunt transfers ownership of any Covered Refinery before achieving all of the NOx reductions required by Section V, Hunt shall submit an allocation to EPA for that Covered Refinery's share of NOx reduction requirements of Section V that will apply individually to the transferred refinery after such transfer. If Hunt chooses, the allocation for that refinery's share may be zero.

8. Subject only to Paragraph 7, above, Hunt shall be solely responsible for ensuring that performance of the work contemplated under this Consent Decree is undertaken in accordance with the deadlines and requirements contained in this Consent Decree and any attachments hereto. Hunt shall provide a copy of this Consent Decree (or an extract of relevant, applicable provisions of this Consent Decree) to each consulting or contracting firm that is retained to comply with material obligations under this Consent Decree upon execution of any contract relating to such work. No later than thirty (30) days after the Date of Lodging of the Consent Decree, Hunt also shall provide a copy of this Consent Decree (or an extract of relevant, applicable provisions of this Consent Decree) to each consulting or contracting firm that Hunt already has retained to comply with material obligations under this Consent Decree. Copies of the Consent Decree (or an extract of relevant, applicable provisions of this Consent Decree) may be provided by electronic means but do not need to be supplied to firms who are retained to supply materials or equipment to satisfy requirements of this Consent Decree.

III. OBJECTIVES

9. It is the purpose of this Consent Decree to further the objectives of the Federal Clean Air Act; the Mississippi Air and Water Pollution Control Act codified at Miss. Code Ann. § 49-17-1 et seq. (rev 1999); the Mississippi State Implementation Plan; the Alabama Air Pollution Control Act codified at Ala. Code of Regulations §§ 22-22A-1 to 22-22A-15; and the Alabama State Implementation Plan.

IV. DEFINITIONS

10. Unless otherwise defined herein, terms used in the Consent Decree shall have the meaning given to those terms in the Clean Air Act, and the implementing regulations promulgated thereunder. The following terms used in this Consent Decree shall be defined, for purposes of the Consent Decree and the reports and documents submitted pursuant hereto, as follows:

"Acid Gas" shall mean any gas that contains hydrogen sulfide and is generated at a refinery by the regeneration of an amine scrubber solution.

"Acid Gas Flaring" or "AG Flaring" shall mean the combustion of an Acid and/or Sour Water Stripper Gas in an AG Flaring Device. Nothing in this definition shall be construed to modify, limit, or affect EPA's authority to regulate the flaring of gases that do not fall within the definitions contained in this Consent Decree of Acid Gas or Sour Water Stripper Gas.

"Acid Gas Flaring Device" or "AG Flaring Device" shall mean any flaring device(s) at a refinery that is used for the purpose of combusting Acid Gas and/or Sour Water Stripper Gas, except facilities in which gases are combusted to produce sulfur or sulfuric acid. The AG Flaring Devices currently in service at Hunt's Covered Refineries are identified in Appendix A to the Consent Decree. To the extent that, during the duration of the Consent Decree, Hunt Covered Refineries utilize AG Flaring Devices other than those specified in Appendix A for the

purpose of combusting Acid Gas and/or Sour Water Stripper Gas, those AG Flaring Devices shall also be covered under this Consent Decree

"Acid Gas Flaring Incident" or "AG Flaring Incident" shall mean the continuous or intermittent combustion of Acid Gas and/or Sour Water Stripper Gas that results in the emission of sulfur dioxide equal to, or in excess of, five-hundred (500) pounds in any twenty-four (24) hour period. Where such continuous or intermittent combustion from one or more Flaring Devices continues into subsequent, contiguous, non-overlapping twenty-four (24) hour period(s), and sulfur dioxide equal to, or in excess of, five hundred (500) pounds is emitted in each subsequent, contiguous, non-overlapping twenty-four (24) hour period(s), then only one AG Flaring Incident shall have occurred. Subsequent, contiguous, non-overlapping twenty-four (24) hour periods are measured from the initial commencement of AG Flaring within the AG Flaring Incident.

"ADEM" shall mean the Alabama Department of Environmental Management.

"Applicable Federal and State Agencies" shall mean EPA, Region 4's Air & EPCRA Enforcement, and with respect to the Tuscaloosa Refinery, the Alabama Department of Environment Management (ADEM); and with respect to the Sandersville and Lumberton Refineries, the Mississippi Department of Environmental Quality (MDEQ) acting by and through the Mississippi Commission on Environmental Quality.

"Calendar quarter" shall mean the three month period ending on March 31st, June 30th, September 30th, and December 31st.

"CEMS" shall mean continuous emissions monitoring system.

"Claus Sulfur Recovery Plant" or "SRP" shall mean a process unit that recovers sulfur from hydrogen sulfide by a vapor phase catalytic reaction of sulfur dioxide and hydrogen sulfide.

"Consent Decree" or "Decree" shall mean this Consent Decree, including any and all appendices attached to the Consent Decree.

"CO" shall mean carbon monoxide.

"Covered Refineries" shall mean the refineries owned and operated by Hunt located in Tuscaloosa, Alabama, and Lumberton and Sandersville, Mississippi.

"Date of Lodging of the Consent Decree" shall mean the date the Consent Decree is lodged with the Clerk of the Court for the United States District Court for the Northern of District of Alabama.

"Date of Entry" or "Date of Entry of the Consent Decree" shall mean the date the Consent Decree is entered by the United States District Court for the Northern District of Alabama.

"Day" or "Days" as used herein shall mean a calendar day or days.

"Flaring Device" shall mean either an AG and/or an HC Flaring Device.

"Fuel Gas Combustion Device" shall mean any equipment, such as process heaters, boilers, and flares used to combust fuel gas, except facilities in which gases are combusted to produce sulfur or sulfuric acid.

"Fuel Oil" shall mean any liquid fossil fuel with sulfur content of greater than 0.05% by weight.

"Heaters and Boilers" shall be defined to include any stationary combustion unit used for the purpose of burning fossil fuel for the purpose of (i) producing power, steam or heat by heat

transfer or (ii) heating a material for initiating or promoting a process or chemical reaction in which the material participates as a reactant or catalyst, but expressly excluding any turbine, internal combustion engine, duct burner, CO boiler, incinerator or incinerator waste heat boiler.

"Heat Input Capacity" for each Covered Heater or Boiler shall mean a capacity that is equal to the lesser of any applicable permit limit or Hunt's best then-current estimate of its maximum heat input capacity.

"Hunt" shall mean Hunt Refining Company, Hunt Southland Refining Company and their successors and assigns, and their respective officers, directors and employees in their capacities as such.

"Hydrocarbon Flaring" or "HC Flaring" shall mean the flaring of refinery hydrocarbon process gases, except for Acid Gas and/or Sour Water Stripper Gas and/or Tail Gas, in a Hydrocarbon Flaring Device. Nothing in this definition shall be construed to modify, limit, or affect EPA's authority to regulate the flaring of gases that do not fall within the definition contained in this Consent Decree

"Hydrocarbon Flaring Device" or "HC Flaring Device" shall mean a flare device used to safely control (through combustion) any excess volume of a refinery-generated gas other than Acid Gas and/or Sour Water Stripper Gas and/or Tail Gas. The HC Flaring Devices currently in service at Hunt's Covered Refineries are identified in Appendix B to the Consent Decree.

"Hydrocarbon Flaring Incident" or "HC Flaring Incident" shall mean the continuous or intermittent combustion of refinery-generated gases, except for Acid Gas or Sour Water Stripper Gas or Tail Gas, at a Hydrocarbon Flaring Device that results in the emission of sulfur dioxide equal to, or greater than five hundred (500) pounds in a 24-hour period; provided, however, that if five-hundred (500) pounds or more of sulfur dioxide have been emitted in a twenty-four (24)

hour period and HC Flaring continues into subsequent, contiguous, non-overlapping twenty-four (24) hour period(s), each period of which results in emissions equal to, or in excess of five-hundred (500) pounds of sulfur dioxide, then only one HC Flaring Incident shall have occurred. Subsequent, contiguous, non-overlapping periods are measured from the initial commencement of HC Flaring within the HC Flaring Incident.

"Malfunction" shall mean, as specified in 40 C.F.R. Part 60.2, "any sudden, infrequent, and not reasonably preventable failure of air pollution control equipment, process equipment, or a process to operate in a normal or usual manner. Failures that are caused in part by poor maintenance or careless operation are not malfunctions."

"MDEQ" shall mean the Mississippi Department of Environmental Quality.

"Natural Gas Curtailment" shall mean a restriction imposed by a public utility by the issuance of an Operational Flow Order limiting Hunt's ability to obtain natural gas.

"NO_x" shall mean nitrogen oxides.

"Paragraph" shall mean a portion of this Consent Decree identified by an arabic numeral.

"Parties" shall mean the United States, the Co-Plaintiffs, and Hunt.

"Root Cause" shall mean the primary cause(s) of an AG Flaring Incident(s), HC Flaring Incident(s), or a Tail Gas Incident(s) as determined through a process of investigation.

"Scheduled Maintenance" of an SRP shall mean any shutdown of an SRP that Hunt schedules at least fourteen (14) days in advance of the shutdown for the purpose of undertaking maintenance of that SRP.

"Shutdown" as specified in 40 C.F.R. Part 60.2, shall mean the cessation of operation of equipment for any purpose.

"Sour Water Stripper Gas" or "SWS Gas" shall mean the gas produced by the process of stripping refinery sour water.

"SO_2", shall mean sulfur dioxide.

"Startup", as specified in 40 C.F.R. Part 60.2, shall mean the setting in operation of equipment for any purpose.

"Sulfur Recovery Plant" or "SRP" shall mean a process unit that recovers sulfur from hydrogen sulfide by a vapor phase catalytic reaction of sulfur dioxide and hydrogen sulfide.

"Tail Gas Incident" shall mean, for the purpose of this Consent Decree the combustion of tail gas in a thermal incinerator that results in excess emissions of 500 pounds or more of SO_2 emissions in any 24-hour period. Only those time periods having SO_2 concentrations in excess of 250 ppm (1 hour block average) shall be used to determine the amount of excess SO_2 emissions from the incinerator. Hunt shall use engineering judgment and monitoring data during periods in which the SO_2 continuous emission analyzer exceeds the range of the instrument or is out of service.

"Upstream Process Units" shall mean all amine contactors, amine scrubbers, and sour water strippers at the Tuscaloosa Refinery, as well as all process units at the Refinery that produce gaseous or aqueous waste streams that are processed at amine contactors, amine scrubbers, or sour water strippers.

V. NOx EMISSION REDUCTIONS FROM HEATERS AND BOILERS

Program Summary. Hunt will implement a program to reduce NO_x emissions from refinery heaters and boilers greater than 40 mm/Btu/hr (HHV) by committing to a system-wide weighted average concentration emission limit for NOx of 0.044 lbs./MMBTU, to be achieved by December 31, 2010.

11. Hunt shall implement at the Covered Refineries various NOx emission reduction measures and techniques to achieve system-wide NOx emission levels for certain identified heaters and boilers at the Covered Refineries.

A. Initial Inventory, Annual Update, and Compliance Plan for Hunt Refineries

12. Appendix C to this Consent Decree (the "Initial Inventory") provides an initial list of all heaters and boilers for Hunt's Refineries for which heat input capacity is greater than 40 mmBtu/hr (HHV).

13. The Initial Inventory identifies previously constructed heaters and boilers at the Hunt Refineries that comprise the initial list of Covered Heaters and Boilers. The Initial Inventory also provides the following information concerning the Covered Heaters and Boilers:

(a) Hunt's designations for each of the Covered Heaters and Boilers;

(b) Identification of the maximum heat input capacity and the source of such identification for each of the Covered Heaters and Boilers;

(c) Identification of all applicable NOx emission limitations, in pounds per million BTU, for each of the Covered Heaters and Boilers; and

(d) Statement of whether a continuous emission monitoring system ("CEMS") for NOx has been installed on the respective Covered Heater or Boiler.

14. Hunt shall submit to EPA an annual update to the Initial Inventory on or before March 31 of each calendar year from 2008 through 2011, inclusive (the "Annual Update Report"), provided, however, that Hunt shall not be obligated to submit any Annual Update Report after satisfying the provisions of Paragraph 11. Hunt shall designate the final Annual Update Report. The Annual Update Report shall revise any information included in the Initial Inventory or most recent Annual Update Report to the extent appropriate based upon the

construction of a Covered Heater or Boiler or any change during the prior year to any of the previously existing Covered Heaters and Boilers, including the date of installation of any CEMS installed during the prior year. The Annual Update Report shall also include for each Covered Heater and Boiler the estimated actual emission rate in pounds of NOx per MMBTU heat input (HHV) and tons per year and the type of data used to derive the emission estimate (i.e., emission factor, stack test, or CEM data).

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B. **Emission Reductions and Deadlines for Hunt Refineries**

20. On or before March 31, 2008, Hunt shall submit to EPA a compliance plan for attainment by December 31, 2010, of a system-wide weighted average for Covered Heaters and Boilers of 0.044 lbs.-NOx/MMBTU (the "Compliance Plan"), as determined in accordance with Paragraph 25. The Compliance Plan is intended to reflect Hunt's then-current strategy for satisfying the requirements of Paragraph 21. Hunt shall not be bound by the terms of the Compliance Plan.

21. By no later than December 31, 2010, Hunt shall install NOx control technology on, or otherwise limit NOx emissions from, certain Covered Heaters and Boilers such that the system-wide weighted average, as determined in accordance with Paragraph 25, for NOx emissions from the Covered Heaters and Boilers is no greater than 0.044 lbs-NOx/MMBTU.

22. Hunt shall select from among the Covered Heaters and Boilers those units for which NOx emissions shall be controlled or otherwise reduced so as to satisfy the requirements of Paragraph 21.

23. For the purposes of Paragraph 21 in the event that, on or before December 31, 2010, Hunt permanently ceases operation of any Covered Heaters or Boilers, then Hunt may

include each such shutdown unit in its demonstration of compliance with Paragraph 21 if Hunt notifies the appropriate permitting authority that such unit is no longer operational and requests the withdrawal or invalidation of any permit or permit provisions authorizing operation of such unit. For purposes of Hunt's demonstration under Paragraph 25 of compliance with Paragraph 21, the emissions of any such shutdown unit shall be equal to 0.000 lbs/MMBTU NOx, and the heat input attributed to any shutdown Covered Heater or Boiler shall be its Heat Input Capacity prior to shutdown.

C. Compliance Demonstration

24. By no later than March 31, 2011, Hunt shall submit to EPA a report demonstrating compliance with Paragraph 21. The compliance report submitted pursuant to this paragraph shall include the following information for the relevant refineries, as applicable to Hunt's compliance demonstration:

(a) The NOx emission limit for each Covered Heater or Boiler which is the least of the following: (i) the NOx emission limit, in pounds per MMBTU at HHV (as a 365-day rolling average if based on CEMS, or as a 3-hour average if based on stack tests) based upon any existing federally enforceable, non-Title V (permanent) permit condition, including such a condition as may be reflected in a consolidated permit (where applicable), of the Covered Heater or Boiler, or (ii) the NOx emission limit, in pounds per MMBTU at HHV, reflected in any permit application for a federally enforceable, non-Title V (permanent) permit, including a consolidated permit where such limit would also be permanent, submitted by Hunt for such Covered Heater or Boiler prior to the date of submittal of the Compliance Report. In the event that Hunt identifies a NOx emission limit, in

pounds per MMBTU at HHV, for a Covered Heater or Boiler pursuant tothis paragraph based on a NOx emission limit then reflected in a pending permit application, Hunt shall not withdraw such application nor may Hunt seek to modify that application to increase the NOx emission limit reflected in such application without prior EPA approval.

(b) Heat Input Capacity, in mmBtu/hr at HHV, for each Covered Heater and Boiler, including an explanation of any change relative to that reported in the most recent Annual Update.

(c) A demonstration of compliance with Paragraph 21, performed in accordance with Paragraph 25.

25. Hunt shall demonstrate compliance with the provisions of Paragraph 21, by the following inequality: $0.044 \geq \sum_{i}^{n} (EL_i \times HIR_i) / \sum_{i}^{n} HIR_i$

For purposes of this Paragraph 25:

EL_i = The relevant NOx Emission Limit for Covered Heater or Boiler "i", in pounds per million BTU (HHV), as reported pursuant to Paragraph 24(a);

HIR_i = Heat Input Capacity of Covered Heater or Boiler "i", in million BTU (HHV) per hour, as reported pursuant to Paragraph 24(b);

n = The total number of Covered Heaters and Boilers at all of Hunt's Refineries subject to this Section.

D. Monitoring Requirements

26. By no later than December 31, 2010, for Covered Heaters and Boilers, (identified in Appendix C) existing on the Date of Lodging for which Hunt takes an emission limit of <0.060 lbs/MMBTU without adding additional controls to meet the requirement of Paragraph 21; and beginning no later than 180 days after installing controls on a Covered Heater and Boiler for

purposes of compliance with the requirement of Paragraph 21, Hunt shall monitor each such Covered Heater or Boiler as follows:

(a) For a Covered Heater or Boiler with a Heat Input Capacity of 150 mmBtu/hr (HHV) or greater, Hunt shall install or continue to operate a continuous emission monitoring system ("CEMS") for NOx;

(b) For a Covered Heater or Boiler with a Heat Input Capacity greater than 100 mmBtu/hr (HHV) but less than or equal to 150 mmBtu/hr (HHV), Hunt shall install or continue to operate a CEMS for NOx, or monitor NOx emissions with a predictive emissions monitoring system ("PEMS") developed and operated pursuant to the requirements of Appendix D of this Consent Decree;

(c) For a Covered Heater or Boiler with a Heat Input Capacity of less than or equal to 100 MmBtu/hr (HHV), Hunt shall conduct an initial performance test and any periodic tests that may be required by EPA or by the applicable State or local permitting authority under the applicable regulatory authority. Hunt shall report the results of the initial performance testing to EPA and the applicable Co-Plaintiff. Hunt shall use Method 7E or an EPA- approved alternative test method to conduct initial performance testing for NOx emissions required by this subparagraph (c).

Nothing in this Consent Decree shall preclude a facility from converting a 3- hour rolling average limit to the same limit expressed as a 365-day rolling average limit if such demonstration of compliance is based upon CEMS or PEMS.

27. Hunt shall install, certify, calibrate, maintain and operate all NOx CEMS required by Paragraph 26 in accordance with the provisions of 40 C.F.R. Section 60.13 that are applicable

to CEMS (excluding those provisions applicable only to continuous opacity monitoring systems) and Part 60, Appendices A and F and the applicable performance specification of 40 C.F.R. Part 60, Appendix B. With respect to 40 C.F.R. Part 60, Appendix F, in lieu of the requirements of 40 C.F.R. Part 60, Appendix F §§ 5.1.1, 5.1.3 and 5.1.4., Hunt must conduct either a Relative Accuracy Audit ("RAA") or a Relative Accuracy Test Audit ("RATA") on each CEMS required by Paragraph 26 at least once every three (3) years. Hunt must also conduct Cylinder Gas Audits ("CGA") each calendar quarter during which a RAA or a RATA is not performed.

VI. SO_2 EMISSIONS REDUCTIONS AND NSPS APPLICABILITY OF HEATERS, BOILERS AND OTHER FUEL GAS COMBUSTION DEVICES

Program Summary Hunt shall undertake the following measures at Hunt's Refineries covered by this Consent Decree (except the Lumberton Refinery unless Hunt resumes petroleum refining operations at the Lumberton Refinery) to limit SO_2 emissions from refinery heaters and boilers and other fuel combustion devices by restricting H_2S in refinery fuel gas and by agreeing not to burn Fuel Oil except as specifically permitted under the provisions of this Section VI. Flaring Devices are not subject to the provisions of Section VI., but rather are subject to the provisions of Section IX.

28. **NSPS Applicability to Heaters, Boilers and Other Fuel Gas Combustion Devices (Other than Flaring Devices).**

a. By no later than December 31, 2007, each heater and boiler at the Covered Refineries shall be an affected facility, as that term is used in 40 C.F.R. Part 60, Subparts A and J, and shall be subject to and comply with the requirements of NSPS Subparts A and J for fuel gas combustion devices, except for those heaters and boilers listed in Appendix E, each of which shall be an affected facility and shall be subject to and comply with the requirements of NSPS Subparts A and J for fuel gas combustion devices by the dates listed in Appendix E.

b. For some heaters and boilers that combust low-flow VOC streams from vents, pumpseals, and other sources, it is anticipated that some of the AMP applications will rely in part on calculating a weighted average H_2S concentration of all VOC and fuel gas streams that are burned in a single heater or boiler and demonstrating with alternative monitoring that either the SO_2 emissions from the heater or boiler will not exceed 20 ppm or that the weighted average H_2S concentration is not likely to exceed 162 ppm H_2S. EPA shall not reject an AMP solely due to the AMP's use of one of these approaches to demonstrating compliance with NSPS Subpart J.

29. Lodging of this Consent Decree shall satisfy any obligation otherwise applicable to Hunt to provide notification in accordance with 40 C.F.R. Part 60, Subpart A and J, including without limitation 40 C.F.R. § 60.7, with respect to the provisions of 40 C.F.R. Part 60, Subparts A and J, as such requirements apply to fuel gas combustion devices.

30. The CEMS or approved AMPs will be used to demonstrate compliance with the respective H_2S/SO_2 concentration emission limits established pursuant to this Section VI. Hunt shall make CEMS data available to EPA and any applicable Co-Plaintiff upon demand as soon as practicable. Hunt shall install, certify, calibrate, maintain and operate all CEMS required by this paragraph in accordance with the provisions of 40 C.F.R. § 60.13 that are applicable to CEMS (excluding those provisions applicable only to continuous opacity monitoring systems) and Part 60, Appendices A and F, and the applicable performance specification test of 40 C.F.R.. Part 60, Appendix B. With respect to 40 C.F.R. Part 60 Appendix F, in lieu of the requirements of 40 C.F.R. Part 60, Appendix F §§ 5.1.1, 5.1.3 and 5.1.4, Hunt must conduct either a RAA or a RATA on each CEMS at least once every three (3) years. Hunt must also conduct a CGA each calendar quarter during which a RAA or a RATA is not performed.

31. The SO_2 limits established pursuant to this Section shall not apply during periods of startup, shutdown or malfunction of the heaters and boilers or the malfunction of SO_2 control equipment, if any, provided that during startup, shutdown or malfunction, Hunt shall, to the extent practicable, maintain and operate the relevant affected facility including associated air pollution control equipment in a manner consistent with good air pollution control practices for minimizing emissions.

32. **Elimination/Reduction of Fuel Oil Burning.** Effective on the Date of Lodging, Hunt shall not burn Fuel Oil in any combustion unit at the Covered Refineries except during periods of Natural Gas Curtailment (as that term is defined in Section IV) by suppliers or during periods approved by EPA for purposes of test runs and operator training at any refinery subject to this Consent Decree. After December 31, 2007, Hunt's Tuscaloosa Refinery cannot burn any fuel greater than 0.05 wt % sulfur during any such period of natural gas curtailment, test runs or operator training. After December 31, 2007, Hunt's Sandersville and Lumberton Refineries cannot burn any Fuel Oil greater than 5.0 wt% sulfur during any such period of natural gas curtailment, test runs or operator training. However, nothing in this paragraph shall be construed to allow Hunt to violate any existing permit limit related to sulfur in fuel oil at the Covered Refineries. At least 30 days prior to conducting test runs or operator training at any covered refinery during which Fuel Oil will be burned pursuant to this paragraph, Hunt shall notify EPA and all applicable Co-Plaintiffs and provide an estimate of the amount of fuel oil to be burned.

VII. BENZENE WASTE NESHAP PROGRAM

Program Summary: Hunt shall undertake the following measures to minimize fugitive benzene waste emissions at each of the Covered Refineries except the Lumberton Refinery (unless Hunt resumes operation at the Lumberton refinery as a refinery).

33. In addition to continuing to comply with all applicable requirements of 40 C.F.R. Part 61, Subpart FF ("Benzene Waste NESHAP" or "Subpart FF"), Hunt agrees to undertake the measures set forth in Section VII. to ensure continuing compliance with Subpart FF and to minimize or eliminate fugitive benzene waste emissions at the Tuscaloosa and Sandersville Refineries.

34. **Current Subpart FF Status.** Hunt has determined that the Tuscaloosa Refinery has a TAB of greater than 1.0 Mg/yr but less than 10 Mg/yr. Hunt has determined that the Sandersville and Lumberton Refineries have a TAB of less than 1.0 Mg/yr.

35. **Refinery Compliance Status Changes.** If at any time from the Date of Lodging of the Consent Decree any of Hunt refineries including the Lumberton Refinery are determined to have a TAB equal to or greater than 10 Mg/yr, each such refinery shall comply with the 6 BQ Compliance Option set forth at 40 C.F.R. § 61.342(e).

36. **One-Time Review and Verification of Each Refinery's TAB and Compliance with the Benzene Waste NESHAP.**

a. Phase One of the Review and Verification Process. Within one year of the Date of Lodging of the Consent Decree, Hunt shall complete a review and verification of the Tuscaloosa, and Sandersville Refineries' TAB and its compliance with the Benzene Waste NESHAP. If at any time Hunt decides to resume operations at its Lumberton Refinery, then Hunt will commence a Phase One Verification within 90 days of the date it commences operation at the

Lumberton Refinery. Hunt's review and verification process at each such refinery shall include, but not be limited to:

i. an identification of each waste stream that is required to be included in the Refinery's TAB where these waste streams meet the definition of a waste under 40 C.F.R.. § 61.341 (e.g., slop oil, tank water draws, spent caustic, spent caustic hydrocarbon layer, desalter rag layer dumps, desalter vessel process sampling points, other sample wastes, maintenance wastes, and turnaround wastes);

ii. a review and identification of the calculations and/or measurements used to determine the flows of each waste stream for the purpose of ensuring the accuracy of the annual waste quantity for each waste stream;

iii. an identification of the benzene concentration in each waste stream, including sampling for benzene concentration at no less than 10 waste streams per Refinery for all such refineries consistent with the requirements of 40 C.F.R. § 61.355(c)(1) and (3); provided however, that previous analytical data or documented knowledge of waste streams may be used, 40 C.F.R. § 61.355(c)(2), for streams not sampled;

iv. an identification of any existing noncompliance with the requirements of Subpart FF.

By no later than thirty (30) days following the completion of Phase One of the review and verification process, Hunt shall submit a Benzene Waste NESHAP Compliance Review and Verification report ("BWON Compliance Review and Verification Report") that sets forth and certifies the results of Phase One, including but not limited to the items identified in Subparagraphs (i) through (iv) of this Paragraph.

b. **Phase Two of the Review and Verification Process**. Based on EPA's review of the BWON Compliance Review and Verification Report(s), EPA may select up to 20 additional waste streams at each such refinery for sampling for benzene concentration. Hunt shall conduct the required sampling under representative conditions and submit the results to EPA within sixty (60) days of receipt of EPA's request. Hunt shall use the results of this additional sampling to recalculate the TAB and the uncontrolled benzene quantity and to amend the BWON Compliance Review and Verification Report, as needed. To the extent that EPA requires Hunt to re-sample any waste stream sampled by Hunt on or after January 1, 2005, Hunt may average the results of such sampling events. Hunt shall submit an amended BWON Compliance Review and Verification Report within ninety (90) days following the date of the completion of the required Phase Two sampling, if Phase Two sampling is required by EPA.

37. **Implementation of Actions Necessary to Correct Non-Compliance or to Come Into Compliance.**

a. Amended TAB Reports. If the results of the BWON Compliance Review and Verification Report(s) indicate(s) that the reports submitted by Hunt pursuant to 40 C.F.R. § 61.357(c) for the Covered Refineries have not been filed or are inaccurate and/or do not satisfy the requirements of Subpart FF, Hunt shall submit, by no later than sixty (60) days after completion of the BWON Compliance Review and Verification Report(s), an amended TAB report to the Applicable Federal and State Agencies.

b. Submittal of Compliance Plans for the Covered Refineries. If the results of the BWON Compliance Review and Verification Report indicate that the TABs at any of the Covered refineries exceed 10 Mg/yr, Hunt shall submit to the Applicable Federal and State Agencies, by no later than 180 days after completion of the BWON Compliance Review and Verification Report, a plan that identifies with specificity the compliance strategy and schedule that Hunt will implement to ensure that the subject Refinery complies with the 6 BQ Compliance Option as soon as practicable.

c. Review and Approval of Plans Submitted Pursuant to Paragraphs 37.b. Any plan submitted pursuant to Paragraph 37.b, shall be subject to approval, disapproval or modification by EPA, which shall act after an opportunity for consultation with the applicable Co-Plaintiff. Within sixty (60) days after

receiving any notification of disapproval or request for modification from EPA, Hunt shall submit to EPA and the applicable Co-Plaintiff a revised plan that responds to all identified deficiencies. Upon receipt of approval or approval with conditions, Hunt shall implement the plan according to the schedule provided in the approved plan. Disputes arising under this Paragraph 37.c shall be resolved in accordance with the dispute resolution provisions of this Decree.

d. Certification of Compliance with the 6 BQ Compliance Option. By no later than thirty (30) days after completion of the implementation of all actions, if any, required pursuant to Paragraphs 37.b or 37.c to come into compliance with the 6 BQ Compliance Option, Hunt shall submit a report to EPA and the applicable Co-Plaintiff certifying that, as to the subject Refinery, the Refinery complies with the Benzene Waste NESHAP.

38. **Carbon Canisters.** If the TAB at any Covered Refinery equals or exceeds 10 Mg/yr, then Hunt shall comply with the requirements of Subpart FF and with the requirements of this Paragraph where a carbon canister(s) is utilized as a control device under the Benzene Waste NESHAP:

a. Hunt shall within 270 days after the submission of the TAB Report use primary and secondary carbon canisters and operate them in series at all such refineries.

b. In the first report due under Paragraph 53, after the installation of the primary and secondary carbon canister, Hunt shall submit a report certifying that dual carbon canister systems are in use at all locations where carbon canisters are

used to comply with the Benzene Waste NESHAP. The report shall include a list of all locations within each Refinery where secondary carbon canisters are installed, and whether VOC or benzene will be used to monitor for breakthrough at each such canister under and as required by Paragraph 38.e.

c. Except as expressly permitted under Paragraph 38.g, Hunt shall not use single carbon canisters for any new process units or installations that require controls pursuant to the Benzene Waste NESHAP at any such refineries.

d. For dual carbon canister systems, "breakthrough" between the primary and secondary canister is defined as any reading equal to or greater than 50 ppm volatile organic compounds, excluding ethane and methane (hereinafter "VOC"), or 5 ppm benzene.

e. Hunt shall monitor for breakthrough between the primary and secondary carbon canisters in accordance with the frequency specified in 40 C.F.R. § 61.354(d), and shall monitor the outlet of the secondary canister on a monthly basis to verify the proper functioning of the system. This requirement shall commence within seven days after installation of a new, dual carbon canister system.

f. Hunt shall replace the original primary carbon canisters immediately when breakthrough is detected between the primary and secondary canister. The original secondary carbon canister will become the new primary carbon canister and a fresh carbon canister will become the secondary canister. For purposes of this Paragraph, "immediately" shall mean within twelve (12) hours of the

detection of a breakthrough for canisters of 55 gallons or less, and within twenty-four (24) hours of the detection of a breakthrough for canisters greater than 55 gallons. In lieu of replacing the primary canister immediately, Hunt may elect to monitor the outlet of the secondary canister the day breakthrough between the primary and secondary canister is identified and each calendar day thereafter. This daily monitoring shall continue until the primary canister is replaced. If the constituent being monitored (either benzene or VOC) is detected at the outlet of the secondary canister during this period of daily monitoring, the primary canister must be replaced within twelve (12) hours of the detection of a breakthrough. The original secondary carbon canister will become the new primary carbon canister and a fresh carbon canister will become the secondary canister.

g. **Temporary Applications**. Hunt may utilize properly sized single canisters for short-term operations such as with temporary storage tanks or as temporary control devices. For canisters operated as part of a single canister system, breakthrough is defined for purposes of this Decree as any reading of VOC above background or benzene above 1 ppm. Hunt shall monitor for breakthrough from single carbon canisters each calendar day. Hunt shall replace the single carbon canister with a fresh carbon canister, discontinue flow, or route the stream to an alternate, appropriate device immediately when breakthrough is detected. For this Paragraph, "immediately" shall mean within twelve (12) hours of the detection of a breakthrough for canisters of 55 gallons or less and within twenty-four (24) hours of the detection of a breakthrough for canisters greater than 55 gallons. If Hunt discontinues flow to the single carbon canister or routes

the stream to an alternate, appropriate control device, such canister must be replaced before it is returned to service.

h. Hunt shall maintain a readily available supply of fresh carbon canisters at each such refinery at all times or otherwise ensure that such canisters are readily available to implement the requirements of this Paragraph 38.

i. Hunt shall maintain records associated with the requirements of this Paragraph in accordance with or as under 40 C.F.R. § 61.356(j)(10), including the monitoring readings observed and the constituents being monitored.

39. **Laboratory Audits**. Hunt shall conduct audits of all laboratories that perform analyses of Hunt's Benzene Waste NESHAP samples to ensure that proper analytical and quality assurance/quality control procedures are followed for such samples. For purposes of this Paragraph 39, audits shall include audits conducted by parties other than Hunt.

a. Prior to conducting its Phase I Review and Verification process set forth in Paragraph 36(a), Hunt shall complete audits of all laboratories used to perform analyses of benzene waste NESHAP samples to ensure that proper analytical and quality assurance/quality control procedures are followed. In addition, Hunt shall audit any laboratory to be used for analyses of benzene samples prior to such use.

b. Hunt shall conduct subsequent laboratory audits for each laboratory continuing to perform analyses of Hunt's Benzene Waste NESHAP samples, such that each laboratory is audited every two (2) years for the life of the Consent Decree.

40. **Annual Program.** Within one year from the Date of Lodging of the Consent Decree, Hunt shall establish or modify its written management of change procedures to provide for an annual review of process information for each such refinery, including but not limited to construction projects, to ensure that all new benzene waste streams are included in each refinery's waste stream inventory. Hunt shall conduct such reviews on an annual basis.

41. **Training.**

a. Prior to collecting any benzene waste samples, Hunt shall develop for Hunt's Refineries an annual (i.e., once each calendar year) training program for employees asked to draw benzene waste samples.

b. If any Covered Refinery's TAB equals or exceeds 10 Mg/yr, Hunt shall complete the development of standard operating procedures for all control equipment used to comply with the Benzene Waste NESHAP within ninety (90) days of the installation of the equipment. By no later than one hundred and eighty (180) days after the installation of the equipment, Hunt shall complete an initial training program regarding these procedures for all operators assigned to this equipment. Comparable training shall also be provided to any persons who subsequently become operators, prior to their assumption of this duty. Until termination of this Decree, "refresher" training in these procedures shall be performed on at least a three year cycle.

c. Hunt shall comply with the provisions of Paragraph 37.b if and when such Refinery's TAB reaches 10 Mg/yr. Hunt shall propose a schedule for training at the same time that Hunt proposes a plan, pursuant to Paragraph 37.b, that

identifies the compliance strategy and schedule that Hunt will implement to bring such Refinery into compliance with the 6 BQ compliance option.

d. As part of Hunt's training programs, Hunt must require any contractor hired to perform all or part of the requirements of this Section VII to properly train its employees to implement the relevant provisions of this Section VII.

42. **Waste/Slop/Off-Spec Oil Management.**

a.. Control Status of and Plan to Quantify Uncontrolled Waste/Slop/Off-Spec Oil Streams.

Within one (1) year from the Date of Lodging of the Consent Decree, for the Tuscaloosa and Sandersville Refineries (and Lumberton within ninety (90) days of resuming operation as a refinery), Hunt shall submit to EPA and the applicable Co-Plaintiff a plan for quantifying waste/slop/off-spec oil movements for all benzene waste streams which are not controlled at each such refinery, along with schematics that: (i) depict the waste management units (including sewers) that handle, store, and transfer waste/slop/off-spec oil streams; (ii) identify the control status of each waste management unit; and (iii) show how such oil is transferred within each refinery. Representatives from Hunt and EPA thereafter may confer about the appropriate characterization of each such refinery's waste/slop/off-spec oil streams and the necessary controls, if any, for the waste management units handling such oil streams for purposes of each such refinery's TAB calculation and/or compliance with the 6 BQ Compliance Option. If requested by EPA, Hunt shall promptly submit revised schematics that reflect the Parties' agreements regarding the characterization of these oil streams and the appropriate control

standards. Hunt shall use these plans and schematics in preparing the end-of-line sampling plans required under Paragraph 43.

b. Non-Aqueous Benzene Waste Streams. For each of Hunt's refineries where the TAB is equal to or exceeds 10 Mg/yr, all waste management units handling non-exempt, non-aqueous benzene wastes, as defined in Subpart FF, shall meet the applicable control standards of Subpart FF.

c. Aqueous Benzene Waste Streams. For purposes of calculating each refinery's TAB pursuant to the requirements of 40 C.F.R. § 61.342(a), Hunt shall include all waste/slop/off-spec oil streams that become "aqueous" until such streams are recycled to a process or put into a process feed tank (unless the tank is used primarily for the storage of wastes). Appropriate adjustments shall be made to such calculations to avoid the double counting of benzene. For purposes of complying with the 6 BQ Compliance Option, if this applies to Hunt, all waste management units handling aqueous benzene waste streams shall either meet the applicable control standards of Subpart FF or shall have their uncontrolled benzene quantity count toward the applicable 6 BQ limit.

43. **Benzene Waste Operations Sampling Plans: General.** Within one year of the Date of Lodging of the Consent Decree, Hunt will submit to EPA and the applicable Co-Plaintiff, for approval, benzene waste operations sampling plans designed to describe the sampling of benzene waste streams that Hunt will utilize to estimate quarterly and annual TABs.

44. **Benzene Waste Operations Sampling Plans: Content Requirements**

a. Covered Refineries with a TAB less than 10 Mg/yr. The sampling plan will identify:

i.. each waste stream that has contributed 0.05 Mg/yr or more at the point of generation to the previous year's TAB calculations; and

ii. the proposed End-of-Line (EOL) sampling locations and methods for flow calculations to be used in calculating projected quarterly and annual TAB calculations under the terms of Paragraph 47.

iii. the sampling plan will require Hunt to take, and have analyzed, in each calendar quarter, at least three representative samples from each sampling location identified in Paragraph 44.a.(ii), and annually for all waste streams identified in Paragraph 44.a.(i);

b. Covered Refineries with a TAB greater than or equal to 10 Mg/yr. Within 90 days of Hunt reporting a TAB equal to or exceeding the 10 Mg/yr, a revised sampling plan will be submitted which will identify:

i. each uncontrolled waste stream that contains greater than 0.05 Mg/yr of benzene at the point of generation; and

ii. the proposed End-of-Line (EOL) sampling locations and methods for flow calculations to be used in calculating projected quarterly and annual uncontrolled benzene quantity calculations under the terms of Paragraph 47.

iii. the sampling plan will require Hunt to take, and have analyzed, in each calendar quarter, at least three representative samples from all waste streams and sampling locations identified in Paragraphs 44.b(i) and (ii);

45. **Benzene Waste Operations Sampling Plans: Timing for Implementation.** Hunt will implement the sampling required under each sampling plan during the first full calendar quarter after Hunt submits the plan for such Refinery. Hunt will continue to implement the sampling plan (i) unless and until EPA disapproves the plan; or (ii) unless and until Hunt modifies the plan, with EPA's approval, under Paragraph 46.

46. **Benzene Waste Operations Sampling Plans: Modifications**

a. **Changes in Processes, Operations, or Other Factors.** If changes in processes, operations, or other factors lead Hunt to conclude that a sampling plan for a Covered Refinery may no longer provide an accurate basis for estimating that Refinery's quarterly or annual TABs or benzene quantities under Paragraph 47, then by no later than ninety (90) days after Hunt determines that the plan no longer provides an accurate measure, Hunt will submit to EPA and the applicable Co-Plaintiff a revised plan for EPA approval. In the first full calendar quarter after submitting the revised plan, Hunt will implement the revised plan. Hunt will continue to implement the revised plan unless and until EPA disapproves the revised plan after an opportunity for consultation with the applicable Co-Plaintiff.

b. **Requests for Modifications to the Sampling Frequency.** After two (2) years of implementing a sampling plan, Hunt may submit a request to EPA for approval, with a copy to the applicable Co-Plaintiff, to reduce a Covered Refinery's sampling frequency. EPA will not unreasonably withhold its consent. Hunt will not implement any proposed revisions under this Subparagraph until EPA provides its approval after an opportunity for consultation with the applicable Co-Plaintiff.

47. **Quarterly and Annual Estimations of TABs and Uncontrolled Benzene Quantities.** At the end of each calendar quarter and based on sampling results and approved flow calculations, Hunt will calculate a quarterly and projected annual:

a. TAB for the Covered Refineries with a TAB less than 10 Mg/yr; and

b. uncontrolled benzene quantity for Covered Refineries with a TAB greater than or equal to 10 Mg/yr.

48. In making these calculations, Hunt will use the average of the three samples collected at each sampling location. If these calculations do not identify any potential violations of the benzene waste operations NESHAP, Hunt will submit these calculations in the reports due under this Section.

49. **Corrective Measures: Basis.** Except as set forth in Paragraph 50, Hunt will implement corrective measures at the applicable Covered Refinery if:

a. For Covered Refineries with a TAB less than 10 Mg/yr, the quarterly TAB equals or exceeds 2.5 Mg or the projected annual TAB equals or exceeds 10 Mg for the then-current compliance year; and

b. For Covered Refineries with a TAB greater than or equal to 10 Mg/yr and electing the 6 BQ compliance option, the quarterly uncontrolled benzene quantity equals or exceeds 1.5 Mg or the projected annual uncontrolled benzene quantity equals or exceeds 6 Mg for the then-current compliance year.

50. **Exception to Implementing Corrective Measures**

If Hunt can identify the reason(s) in any particular calendar quarter that the quarterly and projected annual calculations result in benzene quantities in excess of those identified in Paragraph 47 and states that it does not expect such reason or reasons to recur, then Hunt may exclude the benzene quantity attributable to the identified reason(s) from the projected calendar

year quantity. EPA and the applicable Co-Plaintiff may dispute Hunt's determination. If that exclusion results in no potential violation of the Benzene Waste Operation NESHAP, Hunt will not be required to implement corrective measures under Paragraph 49, and Hunt may exclude the uncontrolled benzene attributable to the identified reason(s) in determining the applicability of Paragraph 47. At any time that Hunt proceeds under this Paragraph, Hunt will describe how it satisfied the conditions in this Paragraph in the reports due under Section VII of this Decree.

51. **Compliance Assurance Plan** If Hunt meets one or more conditions in Paragraph 49 (except as provided under Paragraph 50), then by no later than sixty (60) days after the end of the calendar quarter in which one or more of the conditions were met, Hunt will submit a compliance assurance plan to EPA for approval, with a copy to the applicable Co-Plaintiff. In that compliance assurance plan, Hunt will identify the quantity and cause(s) of the potentially-elevated benzene quantities, all corrective actions that Hunt has taken or plans to take to ensure that the cause(s) will not recur, and the schedule of actions that Hunt will take to ensure that the subject refinery complies with the Benzene Waste Operations NESHAP for the calendar compliance year. Hunt will implement the plan unless and until EPA disapproves after an opportunity for consultation with the applicable Co-Plaintiff.

52.A **Third-Party Assistance**. If the projected annual benzene quantity under Paragraph 47 exceeds, in two consecutive quarters, 10 Mg/yr for Covered Refineries subject to Paragraph 47.a, or 6 Mg/yr for Covered Refineries subject to Paragraph 47.b, and Hunt cannot identify the reason for the exceedances as allowed under Paragraph 50, Hunt will retain a third-party contractor during the following quarter to undertake a TAB study and compliance review at that Refinery. By no later than ninety (90) days after Hunt receives the results of the third-party TAB study and compliance review, Hunt will submit such results and a plan and schedule for

remedying any deficiencies identified in the third-party study and compliance review to EPA and the applicable Co-Plaintiff. Hunt will implement its proposed plan unless and until EPA disapproves after an opportunity for consultation with the applicable Co-Plaintiff. By no later than thirty (30) days after completion of the implementation of all actions, if any, required to come into compliance with the applicable compliance option, Hunt will submit its certification and a report to EPA and the applicable Co-Plaintiff that such Refinery complies with the Benzene Waste Operations NESHAP.

52.B. **Miscellaneous Measures.** The provisions of this Paragraph shall apply to Tuscaloosa or Sandersville if their respective TABs exceed 10 Mg/yr. The provisions of this Paragraph shall apply to Lumberton Refinery if Hunt commences operation and if its TAB exceeds 10 Mg/yr. Hunt shall:

i. Conduct monthly visual inspections of and, if appropriate, refill all Subpart FF water traps within each Refinery's individual drain systems;

ii. Identify and mark at the drain all area drains that are segregated stormwater drains within 180 days after the submission of a TAB report that shows that the TAB equals or exceeds 10 Mg/yr;

iii. On a weekly basis, visually inspect all Subpart FF conservation vents or indicators on process sewers for detectable leaks, reset any vents where leaks are detected, and record the results of the inspections. After two (2) years of weekly inspections, and based upon an evaluation of the recorded results, Hunt may submit a request to EPA Region 4 to modify the frequency of the inspections. EPA shall not unreasonably withhold its consent to such modification. Nothing

in this subparagraph shall require Hunt to monitor conservation vents on fixed roof tanks; and

iv. Conduct quarterly monitoring and repair of the oil-water separators consistent with the "no detectable emissions" provision in 40 C.F.R. § 61.347.

53. **Record Keeping and Reporting Requirements for this Section VII Outside of the Reports Required under 40 C.F.R. § 61.357 or under the Progress Report Procedures of Section XIII (Record Keeping and Reporting)**.

At the times specified in the applicable provisions of this Section VII Hunt will submit, as and to the extent required, the following reports to EPA and the applicable Co-Plaintiff:

a. BWON Compliance Review and Verification Report (¶36.a), as amended, if necessary (¶36.b);

b. Amended TAB Report, if necessary (¶ 37);

c. Plan for the covered refinery to come into compliance with the 6 BQ compliance option upon discovering that its TAB equals or exceeds 10 Mg/yr through the BWON Compliance Review and Verification Report (¶ 37.b) ,or through sampling (¶ 51);

d. Compliance certification, if necessary (¶ 37);

e. Report certifying the completion of the installation of dual carbon canisters (¶38);

f. Schematics of waste/slop/off-spec oil movements (¶ 42), as revised, if necessary; and

g. Sampling Plans (¶ 43), and revised Sampling Plans, if necessary (¶ 46).

54. **Record Keeping and Reporting Requirements for this Section: As Part of Either the Reports Required under 40 C.F.R. § 61.357 or the Progress Report Procedures of Section XIII (Record Keeping and Reporting)**

Hunt will submit the following information as part of the information submitted in either the quarterly report required pursuant to 40 C.F.R. § 61.357(d)(6) and (7) ("Section 61.357 Reports") or in the reports due pursuant to Section XIII of this Decree:

a. Sampling Results under Paragraph 43 The report will include a list of all waste streams sampled, the results of the benzene analysis for each sample, the computation of the quarterly and projected calendar year TAB, and the quarterly and projected calendar year uncontrolled benzene quantity;

b. Training. Initial and/or subsequent training conducted in accordance with Paragraph 41;

c. Laboratory Audits. Initial and subsequent audits conducted pursuant to Paragraph 39 in the reporting period for which the report is due, including in each such report, at a minimum, the identification of each laboratory audited, a description of the methods used in the audit, and the results of the audit.

55. At any time after two years of reporting pursuant to the requirements of Paragraph 54, Hunt may submit a request to EPA to modify the reporting frequency for any or all of the reporting categories of Paragraph 54. This request may include a request to report the previous year's projected calendar year TAB and uncontrolled benzene quantity in Section VII report due on March 1st of each year, rather than semi-annually on March 1st and August 29th of each year. Hunt will not change the due dates for its reports under Paragraph 54 unless and until

EPA approves Hunt's request after an opportunity for consultation with the applicable Co-Plaintiff.

56. **Certifications Required in this Section VII.**

Certifications required under this Section VII will be made in accordance with the provisions of Section XIII.

57. **Agencies to Receive Reports, Plans and Certifications Required in this Section; Number of Copies.** Unless otherwise specified in this Section, Hunt shall submit all reports, plans and certifications required to be submitted under this Section VII to EPA, the appropriate EPA Region and the applicable Co-Plaintiff. For each submission, Hunt shall submit two copies to EPA, two copies to the appropriate EPA Region and two copies to the applicable Co-Plaintiff. By agreement between Hunt and each of the offices that are to receive the materials in this Section VII, Hunt may submit the materials electronically.

VIII. LEAK DETECTION AND REPAIR ("LDAR") PROGRAM

Program Summary: Hunt shall undertake at the Tuscaloosa and Sandersville Refineries the following measures to improve each Refinery's LDAR program and minimize or eliminate fugitive emissions from valves and pumps in light liquid and/or in gas/vapor service and to make all existing facilities affected facilities subject to Subpart GGG.

A. Introduction

58. In order to minimize or eliminate fugitive emissions of volatile organic compounds (VOCs), benzene, volatile hazardous air pollutants (VHAPs), and organic hazardous air pollutants (HAPs) from valves and pumps in light liquid and/or in gas/vapor service, Hunt shall undertake at the Tuscaloosa and Sandersville Refineries the requirements of this Section VIII to the Refiner's LDAR program under Title 40 of the C.F.R. Part 60, Subpart VV and GGG; Part 61, Subparts J and V; Part 63, Subparts F, H, and CC; and applicable state and local LDAR requirements that are federally enforceable or implemented by participating Co-Plaintiffs

(collectively, the "LDAR Regulations"). The terms "in light liquid service" and "in gas/vapor service" shall have the definitions set forth in the applicable provisions of the LDAR Regulations.

a. Three years after the Date of Lodging of the Consent Decree for the Tuscaloosa and Sandersville Refineries, the group of all equipment (as defined by 40 C.F.R. 60.591) within each process unit and each compressor shall become affected facilities for purposes of 40 C.F.R. Part 60, Subpart GGG, and shall become subject to and comply with the requirements of 40 C.F.R. Part 60, Subpart GGG, and the requirements of this Section VIII.

b. Within 90 days after the Lodging of this Consent Decree, Hunt shall submit a plan, for review and approval by EPA and the applicable Co-Plaintiff, for each affected facility to comply with the requirements of 40 C.F.R. Part 60, Subpart GGG, and the requirements of Section VIII which will include interim milestone dates, designed to achieve full compliance within three years after the lodging of this Consent Decree. EPA and the applicable Co-Plaintiff shall notify Hunt after the plan is approved. If the plan is not approved, Hunt shall modify and resubmit the plan as required by EPA and the applicable Co-Plaintiff.

59. Reserved.

B. Written Refinery-Wide LDAR Program For Tuscaloosa and Sandersville Refineries.

60. By March 31, 2008, Hunt shall develop and maintain, for the Tuscaloosa Refinery Phase I, a written refinery-wide program for compliance by such Refinery with applicable LDAR Regulations. For purposes of this Section, the Tuscaloosa Refinery Phase I shall cover all equipment subject to the LDAR Regulations as of the Date of Lodging of the Consent Decree.

By 30 months after the Date of Lodging of the Consent Decree, Hunt shall develop and maintain, for the Tuscaloosa Refinery Phase II and for the Sandersville Refinery a written refinery-wide program for compliance by such Refineries with applicable LDAR Regulations. For purposes of this Section, Tuscaloosa Refinery Phase II and the Sandersville Refinery shall cover all equipment subject to NSPS GGG pursuant to Paragraph 58.a. Hunt shall implement these programs at the Tuscaloosa and Sandersville Refineries subject to this Consent Decree on a refinery-wide basis. The Tuscaloosa and Sandersville Refineries' LDAR program shall include:

a. An overall, Refinery-wide leak rate goal that will be a target for achievement on a process-unit-by-process-unit basis. For purposes of this provision, the leak rate goal shall constitute a tool for implementation of the Refinery-wide program, but shall not be enforceable or subject to stipulated penalties under Section XVI;

b. Identification of all equipment in light liquid and/or in gas/vapor service that is subject to the LDAR Regulations and has the potential to leak VOCs, HAPs, VHAPs, and benzene within process units;

c. Procedures for identifying leaking equipment within process units;

d. Procedures for repairing and keeping track of leaking equipment;

e. Procedures for identifying and including in the LDAR program new equipment; and

f. A process for evaluating new and replacement equipment to promote consideration and installation of equipment that will minimize leaks and/or eliminate chronic leakers.

C. Training.

61. By no later than March 31, 2008, Hunt shall implement the following training program at the Tuscaloosa Refinery and by no later than 30 months from the Date of Lodging of the Consent Decree Hunt shall implement the following training program at the Sandersville Refinery:

a. For personnel newly-assigned to LDAR responsibilities, require LDAR training prior to each employee beginning such work;

b. For all personnel with assigned LDAR responsibilities, provide and require completion of annual LDAR training;

c. For all other Refinery operations and maintenance personnel (including contract personnel), provide and commence implementation of an initial training program, with completion within six (6) months thereafter, that includes instruction on aspects of LDAR if and to the extent that aspects of LDAR are relevant to the person's duties; and

d. Until termination of this Decree, perform "refresher" training in LDAR on a three year cycle.

D. LDAR Audits.

62. **LDAR Audits.** By no later than one year from the Date of Lodging of the Consent Decree, Hunt shall implement at the Tuscaloosa Refinery, the refinery-wide audits set forth in this Paragraph, to ensure the Refinery's compliance with all applicable LDAR Regulations. By no later than three years from the Date of Lodging of the Consent Decree, Hunt shall implement at the Sandersville Refinery, the refinery-wide audits set forth in this Paragraph, to ensure the Refinery's compliance with all applicable LDAR Regulations. The LDAR audits shall include but shall not be limited to, comparative monitoring, records review to ensure monitoring and repairs were completed in the required periods, component identification procedures, field reviews to ensure all regulated equipment is included in the LDAR program, data management, procedures and observation of the LDAR technicians' calibration and monitoring techniques. During the LDAR audits, leak rates shall be calculated for each process unit where comparative monitoring was performed.

a. **Initial Compliance Audit.** One year from the Date of Lodging of the Consent Decree, Hunt shall complete a refinery-wide third-party audit of its compliance with the LDAR Regulations at the Tuscaloosa Refinery, to include, at a minimum, each of the audit requirements set forth in this Paragraph. By no later than three years from the Date of Lodging of the Consent Decree, Hunt shall complete a refinery-wide third-party audit of its compliance with the LDAR Regulations at the Sandersville Refinery, to include, at a minimum, each of the audit requirements set forth in this Paragraph. For purposes of this requirement, "third party" may include a qualified contractor, consultant, industry group, or trade association. Within 30 days of receipt of the completed audit, Hunt shall

report to EPA and the applicable Co-Plaintiff that the audit and related corrective action have been completed and that the refinery is in compliance.

b. **Subsequent Audits.** Hunt shall retain a third party with expertise in the LDAR program requirements to perform an audit at least once every two years from the date of the initial compliance audit in Paragraph 62.a. For purposes of this requirement, "third party" may include a qualified contractor, consultant, industry group, or trade association.

63-66. Reserved.

E. Implementation of Actions Necessary to Correct Non-Compliance.

67. If the results of any of the audits conducted pursuant to Section VIII.D at Hunt's Tuscaloosa and Sandersville Refineries identify any areas of non-compliance with the LDAR Regulations, Hunt shall implement, as soon as practicable, all appropriate steps necessary to correct the area(s) of non-compliance. For purposes of this Paragraph, if a ratio of the process unit valve leak percentage established through a comparative monitoring audit pursuant to Paragraph 62, and the average valve leak percentage reported for the process unit for the four quarters immediately preceding the audit, is equal to or greater than 3.0, it shall be deemed an area of non-compliance and cause for corrective action. If the calculated ratio yields an infinite result, Hunt shall assume one leaking valve was found in the process unit through its routine monitoring during the 4-quarter period. In the Semi-Annual LDAR Report submitted pursuant to the provisions of Paragraph 88, covering the period when an audit was conducted, Hunt shall certify to EPA that the audit has been completed and that the refinery is in compliance or on a compliance schedule.

F. Retention of Audit Reports.

68. Until termination of the Consent Decree, Hunt shall retain the audit reports generated pursuant to Section VIII.D and shall maintain a written record of the corrective actions taken at its Tuscaloosa and Sandersville Refineries in response to any deficiencies identified in any audits.

G. Internal Leak Definition for Valves and Pumps.

69. Hunt shall utilize the following internal leak definitions for valves and pumps in light liquid and/or gas/vapor service at the Tuscaloosa and Sandersville Refineries, unless a lower leak definition is established under applicable permit(s) or applicable state LDAR Regulations.

70. Leak Definition for Valves. An internal leak definition of 500 ppm VOCs for refinery valves in light liquid and/or in gas/vapor service shall be utilized at the Tuscaloosa Refinery Phase I within two years of the Date of Lodging of the Consent Decree. An internal leak definition of 500 ppm VOCs for refinery valves in light liquid and/or in gas/vapor service shall be utilized at the Tuscaloosa Refinery Phase II and the Sandersville Refinery within three years of the Date of Lodging of the Consent Decree.

71. Leak Definition for Pumps. An internal leak definition of 2000 ppm for refinery pumps in light liquid and/or in gas/vapor service shall be utilized at the Tuscaloosa Refinery Phase I within two (2) years of the Date of Lodging of the Consent Decree. An internal leak definition of 2000 ppm for refinery pumps in light liquid and/or in gas/vapor service shall be

utilized at the Tuscaloosa Refinery Phase II and the Sandersville Refinery within three years of the Date of Lodging of the Consent Decree.

H. Reporting, Recording, Tracking, Repairing and Remonitoring Leaks of Valves and Pumps Based on the Internal Leak Definitions

72. Reporting. For regulatory reporting purposes, Hunt may continue to report leak rates in valves and pumps against the applicable regulatory leak definition, or may use the lower, internal leak definitions specified in Paragraphs 69, 70, and/or 71.

73. Recording, Tracking, Repairing and Remonitoring Leaks. Hunt shall record, track, repair and remonitor all leaks in excess of the internal leak definitions of Paragraphs 69, 70 and 71 (at such time as those definitions become applicable) in accordance with applicable provisions of the LDAR Regulations, except that Hunt shall have five (5) days to make an initial attempt at repair and thirty (30) days either to make final repairs and remonitor leaks that are greater than the internal leak definitions but less than the applicable regulatory leak definitions or to place the valve on the delay of repair list according to the requirements of this Section.

I. Initial Attempt at Repair on Valves.

74. Beginning no later than ninety (90) days after the Date of Lodging of the Consent Decree, Hunt shall make an "initial attempt" at repair on any valve qualifying as equipment under Paragraph 58, at the Tuscaloosa Refinery Phase I, that has a reading greater than 200 ppm of VOCs, for the life of the Consent Decree, excluding control valves, orbit valves and other valves that LDAR personnel are not authorized to repair. Beginning no later than three years after the Date of Lodging at the Tuscaloosa Refinery Phase II and the Sandersville Refinery, Hunt or its designated contractor, as applicable, shall make this "initial attempt" immediately and shall remonitor such valves within five (5) calendar days of identification. Unless the

remonitored leak rate is greater than or equal to the applicable leak definition, no further action will be necessary.

J. LDAR Monitoring Frequency.

75. Pumps. When the lower leak definition for pumps becomes applicable pursuant to Paragraph 71, Hunt shall monitor pumps qualifying as equipment at the lower leak definition on a monthly basis.

76. Valves. Unless more frequent monitoring is required by applicable federal, state and/or local requirements, Hunt shall monitor valves, at the internal leak definition on a quarterly basis pursuant to paragraph 70.

K. Electronic Monitoring, Storing, and Reporting of LDAR Data.

77. Electronic Storing and Reporting of LDAR Data. For the Tuscaloosa Refinery, no later than the Date of Lodging of the Consent Decree, Hunt shall commence use of an electronic database for storing and reporting LDAR data. For the Sandersville Refinery no later than three years after the Date of Lodging of the Consent Decree, Hunt shall commence use of an electronic database for storing and reporting LDAR data.

78. Electronic Data Collection During LDAR Monitoring. By no later than the date of Lodging of this Consent Decree, Hunt shall use dataloggers and/or electronic data collection devices during LDAR monitoring required by this Decree. Hunt, or third party contractor(s) retained by Hunt, shall use their best efforts to transfer, on a daily basis, electronic data from electronic datalogging devices to the electronic database required pursuant to Section VIII.K. For all monitoring events in which an electronic data collection device is used, the collected

monitoring data shall include a time and date stamp, operator identification, and instrument identification. Hunt may use paper logs where necessary or more feasible (e.g., small rounds, remonitoring, or when dataloggers are not available or broken), and shall record the identification of the technician undertaking the monitoring, the date, time, and the identification of the monitoring equipment. Hunt shall transfer any manually recorded monitoring data to the electronic database within seven (7) days of monitoring.

L. QA/QC of LDAR Data.

79. By no later than ninety (90) days after the Date of Lodging of this Consent Decree, Hunt, or third party contractor(s) retained by Hunt, shall develop and implement a procedure to ensure a quality assurance/quality control ("QA/QC") review of all data generated by LDAR monitoring technicians at the Tuscaloosa Refinery. By no later than three years after the Date of Lodging of the Consent Decree, Hunt, or third party contractor(s) retained by Hunt, shall develop and implement a procedure to ensure a quality assurance/quality control ("QA/QC") review of all data generated by LDAR monitoring technicians at the Sandersville Refinery. This QA/QC procedure shall include procedures for:

a. Monitoring technician(s) reviewing the monitoring data daily; and

b. Quarterly performing a QA/QC review of Hunt's and any third party contractor's monitoring data which shall include, but not be limited to: number of components monitored per technician, time between monitoring events, and abnormal data patterns.

M. LDAR Personnel.

80. By no later than the Date of Lodging of the Consent Decree, Hunt shall establish a program that will hold LDAR personnel accountable for LDAR performance at the Tuscaloosa Refinery. By no later than three years from the Date of Lodging of the Consent Decree, Hunt shall establish a program that will hold LDAR personnel accountable for LDAR performance at the Sandersville Refinery. Hunt shall maintain a position within each refinery with responsibility for LDAR management and with the authority to implement improvements.

N. Adding New Valves and Pumps.

81. By March 31, 2008, Hunt shall establish a tracking program for maintenance records (e.g., a Management of Change program) to ensure that valves and pumps subject to the LDAR Regulations added to the Tuscaloosa Refinery during maintenance and construction are integrated into the LDAR program. By 30 months after the Date of Lodging of the Consent Decree, Hunt shall establish a tracking program for maintenance records (e.g., a Management of Change program) to ensure that valves and pumps subject to the LDAR Regulations added to the Sandersville Refinery during maintenance and construction are integrated into the LDAR program.

O. Calibration/Calibration Drift Assessment.

82. Calibration. Hunt shall conduct all calibrations of LDAR monitoring equipment using methane as the calibration gas, in accordance with 40 C.F.R. Part 60, EPA Reference Test Method 21.

83. Calibration Drift Assessment. Within six calendar months of the Date of Lodging of the Consent Decree, Hunt shall conduct calibration drift assessments of LDAR monitoring equipment at the end of each monitoring shift, at a minimum. Hunt shall conduct the calibration drift assessment using, a calibration gas corresponding to the then-applicable leak definition for valves. If any calibration drift assessment after the initial calibration shows a negative drift of more than 10% from the previous calibration, Hunt shall remonitor the following equipment: (a) all valves at the Tuscaloosa and Sandersville Refineries subject to the LDAR Regulations that were monitored since the last calibration and that had a reading greater than 500 ppm if the applicable leak definition for valves is 10,000 ppm, or 100 ppm if the applicable leak definition for valves is 500 ppm; and (b) all pumps at such refinery qualifying as equipment that were monitored since the last calibration and that had a reading greater than 2,000 ppm if the applicable definition for pumps is 10,000 ppm, or 500 ppm if the applicable leak definition for pumps is 2,000 ppm.

P. Chronic Leakers.

84. Hunt shall replace, repack, or perform similarly effective repairs on chronically leaking, non-control valves during the next process unit turnaround after identification. A component shall be classified as a "chronic leaker" under this paragraph if it leaks above 10,000 ppm twice in any consecutive four quarters, unless the component had not leaked in the twelve (12) consecutive quarters immediately prior to the relevant process unit turnaround.

Q. Delay of Repair

85. Beginning no later than six calendar months from Lodging of the Consent Decree, Hunt shall satisfy the following requirements:

a. For all valves or pumps:

(1) Require sign-off by the shift superintendent that the valve or pump is technically infeasible to repair without a process unit shutdown, to the extent that the valve or pump is being placed on the "delay of repair" list for that reason; and

(2) Include valves and pumps that are placed on the "delay of repair" list in regular LDAR monitoring.

b. For valves: For valves, other than control valves and pressure relief valves, subject to the LDAR Regulations leaking at a rate of 10,000 ppm or greater, require use of a "drill and tap" or equivalent method for fixing such leaking valves, unless Hunt can demonstrate that there is a safety, mechanical, or adverse environmental concern posed by attempting to repair the leak in this manner. Hunt shall perform the first "drill and tap" (or equivalent repair method) within fifteen (15) days, and a second attempt (if necessary) within thirty (30) days after the leak is detected. If a new method develops for repairing such valves, Hunt will advise EPA prior to implementing the use of such new method in place of drill and tap for repairs required under this Decree.

86. Reserved.

R. <u>Recordkeeping and Reporting Requirements for this Section</u>.

87. In addition to the Reports required under 40 C.F.R. §§ 60.487 and 63.654, by the dates specified in Paragraph 60, Hunt shall submit copies of the Tuscaloosa and Sandersville

Refineries' Written Refinery-Wide LDAR Programs developed pursuant to Paragraph 60 to EPA, Region 4, and the applicable Co-Plaintiff.

88. As Part of the Reports Required under 40 C.F.R. §§ 60.487 and 63.654 (Semi-Annual LDAR Report) Hunt shall submit for the Tuscaloosa and Sandersville Refineries, the following information, at the following times:

a. The next semi-annual LDAR Report after the applicable compliance date for each requirement shall include the following information:

i. A certification of the implementation of the "initial attempt at repair" program of Paragraph 74;

ii. A certification of the implementation of QA/QC procedures for review of data generated by LDAR technicians as required by Paragraph 79;

iii. An identification of the individual, by name or title, at each Refinery responsible for LDAR performance as required by Paragraph 80;

iv. A certification of the development of a tracking program for new valves and pumps added during maintenance and construction (Management of Change Program) as required by Paragraph 81;

v. A certification of the implementation of the calibration and calibration drift assessment procedures of Paragraphs 82 and 83;

vi. A certification of the implementation of the "chronic leaker" and "delay of repair" procedures of Paragraphs 84 and 85; and

vii. A certification that Hunt utilizes electronic data collection devices during LDAR monitoring, pursuant to the requirements of Section VIII.K.

b. Until termination of this Section VIII of the Consent Decree, each Semi-Annual LDAR Report that Hunt submits shall include:

i. An identification of each audit, if any, that was conducted pursuant to the requirements of Section VIII.D. in the previous semiannual period at Hunt's Tuscaloosa and Sandersville Refineries. For each audit identified, the report shall include an identification of the auditors, a summary of the audit results, and a summary of the actions that Hunt took or intends to take to correct all deficiencies identified in the audits.

ii. Training. Information identifying the measures taken to comply with the provisions of Paragraph 61; and

iii. Monitoring. The following information on LDAR monitoring:

(a) a list of the process units monitored during the reporting period;

(b) the number of valves and pumps present in each monitored process unit;

(c) the number of valves and pumps monitored in each process unit and if less than the number in (b), include an explanation as to why;

(d) the number of valves and pumps found leaking;

(e) the number of "difficult to monitor" pieces of equipment monitored;

(f) the projected month of the next monitoring event for that unit;

(g) a list of all pumps and valves currently on the "delay of repair" list, the date each component was placed on the list, the date each such component was determined to be leaking at a rate greater than 10,000 ppm, the date of each drill and tap or equivalent method of repair, its associated monitoring results and whether such activities were completed in a timely manner under Paragraph 85;

(h) a list of all initial attempts/remonitoring that did not occur in a timely manner under Paragraph 74;

(i) the number of missed or untimely repairs under Paragraph 73; and

(j) the number of missed or untimely repairs under Paragraphs 84 and 85.

S. Agencies to Receive Reports, Plans and Certification Required in this Section VIII: Number of Copies.

89. Unless otherwise specified in this Section VIII, Hunt shall submit all reports, plans and certifications required to be submitted under this Section VIII as follows: one copy to the EPA (Director, Air Enforcement Division), one copy to EPA Region 4, and one copy to each applicable Co-Plaintiff. By agreement between Hunt and each of the offices that are to receive the materials in this Section VIII, Hunt may submit the materials electronically.

T. Excluded Equipment.

90. Notwithstanding anything to the contrary in this Section VIII, the LDAR program shall not apply to valves and pumps exempt under the LDAR Regulations. In addition, nothing in this Consent Decree is intended to require Hunt to monitor difficult to-monitor valves or unsafe-to-monitor valves more frequently than is otherwise required under the LDAR Regulations.

U. New Monitoring Technologies.

91. In the event that EPA adopts new monitoring technologies (such as infrared imaging) into its LDAR regulations in the future, Hunt may request a modification to this Section VIII to take advantage of such new regulations. EPA, after an opportunity for consultation with the applicable Co-Plaintiff, may approve a change to a part or all of this Section VIII to take advantage of the new leak detection technology. Such a revised protocol must be developed and mutually agreed upon in writing by EPA and Hunt, in accordance with Paragraph 236 [Modification].

IX. NSPS SUBPARTS A AND J SO_2 EMISSIONS FROM CLAUS SULFUR RECOVERY PLANTS ("SRP") AND FLARING

Program Summary: Beginning upon the lodging of this Consent Decree, Hunt agrees to take the following measures at the SRP at the Tuscaloosa Refinery. Hunt will install additional equipment at the Tuscaloosa Refinery to achieve additional SO_2 emission reductions and further reduce flaring incidents. Hunt will implement procedures for root cause analysis of acid gas and hydrocarbon flaring incidents and tail gas incidents at the Tuscaloosa Refinery.

A. SRP NSPS SUBPARTS A and J APPLICABILITY

92. a. Description of the Sulfur Recovery Plant . Hunt owns and operates a Claus Sulfur Recovery Plant (SRP) at the Tuscaloosa, Alabama Refinery. The SRP at the Tuscaloosa Refinery (Tuscaloosa SRP) consists of two Claus trains, SRU No.1 and SRU No.2, each having its own, independent Tail Gas Unit (TGU).

b. Claus Sulfur Recovery Plant NSPS Applicability. Effective on the Date of the Entry of the Consent Decree, the Tuscaloosa Sulfur Recovery Plant shall be an "affected facility" pursuant to 40 C.F.R. Part 60, Subpart J, and shall comply with the applicable provisions of 40 C.F.R.. Part 60, Subparts A and J, as such requirements apply to an SRP.

93. Claus Sulfur Recovery Plant NSPS Compliance

a. Emission limit. Hunt shall, for all periods of operation of the Tuscaloosa SRP, comply with 40 C.F.R. § 60.104(a)(2) except during periods of Start up, Shutdown or Malfunction of the SRP, or during a Malfunction of (a) TGU(s) serving as a control device for the SRP. For the purpose of determining compliance with the Sulfur Recovery Plant emission limits of 40 C.F.R. § 60.104(a)(2), the "Startup/Shutdown" provisions set forth in NSPS Subpart A shall apply to the SRP and not to the independent startup or shutdown of a TGU serving as a control device for the SRP. However, the Malfunction exemption set forth in NSPS Subpart A shall apply to the SRP and to any TGU serving as the control device for the SRP.

b. Monitoring. Hunt shall monitor all emissions points (stacks) to the atmosphere for tail gas emissions and shall monitor and report excess emissions from the SRP as required by 40 C.F.R. §§ 60.7(c), 60.13, and 60.105(a)(5), (6) or (7). During the life of this Consent Decree, Hunt shall conduct emissions monitoring from the SRP with CEMS at all of the emission points, unless an SO_2 alternative monitoring procedure has been approved by EPA, per 40 C.F.R. § 60.13(i), for any of the emission points. The requirement for continuous monitoring of the SRP emission points is not applicable to the Acid Gas Flaring Devices used to flare the Acid Gas or Sour Water Stripper Gas diverted from the SRP.

94-95. Reserved.

96. **Sulfur Pit Emissions.** Hunt shall continue to route or shall re-route all sulfur pit emissions at the Tuscaloosa Refinery so that they are eliminated, controlled, or included and monitored as part of the SRP's emissions subject to the NSPS Subpart J limit for SO_2, 40 C.F.R. § 60.104(a)(2), by no later than the first turnaround of the applicable Claus train that occurs on or after June 1, 2007 for SRU #1, and on or after December 31, 2008 for SRU #2.

97. **Good Operation and Maintenance**.

a. By no later than one hundred and eighty (180) days from the Date of Lodging of the Consent Decree, Hunt shall submit to EPA and ADEM a summary of the plans, implemented or to be implemented, at the Tuscaloosa Refinery for enhanced maintenance and operation of the SRP and the appropriate Upstream Process Units. This plan shall be termed a Preventive Maintenance and Operation Plan ("PMO Plan"). The PMO Plan shall be a compilation of Hunt's approaches

for exercising good air pollution control practices and for minimizing SO_2 emissions from sulfur processing and other production processes at this refinery. The PMO Plan shall have as its goal the elimination of Acid Gas Flaring and operation of the SRP between Scheduled Maintenance turnarounds with minimization of emissions. The PMO Plan shall include, but not be limited to, sulfur shedding procedures, startup and shutdown procedures of the SRP, control devices and Upstream Process Units, emergency procedures and schedules to coordinate maintenance turnarounds of the SRP Claus trains and any control device to coincide with scheduled turnarounds of major Upstream Process Units. Hunt shall implement the PMO Plan at all times, including periods of Startup, Shutdown and Malfunction of its SRP. Changes to the PMO Plan related to minimizing Acid Gas Flaring and/or SO_2 emissions shall be summarized and reported by Hunt to EPA and ADEM in the semi-annual report required under Section XIII.

b. EPA and ADEM do not, by their review of the PMO Plan and/or by their failure to comment on the PMO Plan, warrant or aver in any manner that any of the actions that Hunt may take pursuant to such PMO Plan will result in compliance with the provisions of the Clean Air Act or any other applicable federal, state, or local law or regulation. Notwithstanding the review by EPA or ADEM of the PMO Plan, Hunt shall remain solely responsible for compliance with the Clean Air Act and such other laws and regulations.

B. HYDROCARBON FLARING

98. **Good Air Pollution Control Practices**. Hunt currently owns/operates the NSPS Hydrocarbon Flaring Devices (NSPS HC Flaring Devices) identified in Appendix B to this Consent Decree. On or after the Date of Entry of the Consent Decree, Hunt shall at all times and to the extent practicable, including during periods of startup, shutdown, upset and/or Malfunction, implement good air pollution control practices to minimize emissions from its Flaring Devices, in a manner consistent with the requirements of 40 C.F.R. § 60.11(d).

99. **NSPS Applicability of Hydrocarbon Flaring Devices**: Hunt currently owns/operates the NSPS Hydrocarbon Flaring Devices (NSPS HC Flaring Devices) identified in Appendix B to this Consent Decree. By no later than the dates identified in Appendix B, Hunt agrees that each such NSPS HC Flaring Device is an "affected facility" (as that term is used in NSPS, 40 C.F.R. Part 60) subject to, and required to comply with, the requirements of 40 C.F.R. Part 60, Subparts A and J, for fuel gas combustion devices used as emergency control devices for quick and safe release of gases.

a. Hunt shall meet the NSPS Subparts A and J requirements for each NSPS HC Flaring Device by using one or any combination of the following methods:

i. Operating and maintaining a flare gas recovery system to prevent continuous or routine combustion in the NSPS HC Flaring Device. Use of a flare gas recovery system on a flare obviates the need to continuously monitor emissions as otherwise required by 40 C.F.R. § 60.105(a)(4);

ii. Eliminating the routes of continuous or intermittent, routinely-generated refinery fuel gases to an NSPS HC Flaring Device and operating the Flaring Device such that it only receives non-routinely generated gases, process upset gases, fuel gas released as a result of relief valve leakage or gases released due to other emergency malfunctions; or

iii. Operating the NSPS HC Flaring Device as a fuel gas combustion device, monitoring it for the continuous or intermittent, routinely-generated refinery fuel gases streams put into the flare header, with a CEMS as required by 40 C.F.R. § 60.105(a)(4) or with a parametric monitoring system approved by EPA as an alternative monitoring system under 40 C.F.R. § 60.13(i) and complying with emission limits when and as required by Paragraph 100 a.

Hunt shall implement the compliance option chosen for each NSPS Hydrocarbon Flaring Device according to the schedule in Appendix B and identify the option that was implemented for each NSPS Hydrocarbon Flaring Device in the first Semi-Annual Report due after such compliance is achieved. The Parties recognize that periodic maintenance may be required for properly designed and operated flare gas recovery systems. Hunt shall take all reasonable measures to minimize emissions while such periodic maintenance is being performed.

b. Within 90 days after bringing an NSPS Hydrocarbon Flaring Device into compliance with NSPS Subparts A and J, Hunt shall conduct a flare performance test pursuant to 40 C.F.R. §§ 60.8 and 60.18, or an EPA-approved equivalent method. In lieu of conducting the velocity test required in 40 C.F.R. § 60.18,

Hunt may submit velocity calculations which demonstrate that the NSPS HC Flaring Device meets the performance specification required by 40 C.F.R. § 60.18.

100. **Compliance with the Emission Limit at 40 C.F.R. § 60.104(a)(1).**

a. Continuous or Intermittent, Routinely-Generated Refinery Fuel Gases. For continuous or intermittent, routinely-generated refinery gases that are combusted in any of the NSPS HC Flaring Devices, Hunt shall comply with the emission limit at 40 C.F.R. § 60.104(a)(1) by the dates specified in Appendix B.

b. Non-Routinely Generated Gases. The combustion of gases generated by the Startup, Shutdown, or Malfunction of a refinery process unit or released to an NSPS Flaring Device as a result of relief valve leakage or other emergency Malfunction are exempt from the requirement to comply with 40 C.F.R. § 60.104(a)(1).

C. CONTROL OF ACID GAS FLARING AND TAIL GAS INCIDENTS

101. **Flaring History and Corrective Measures**. Hunt has conducted a look-back analysis of AG Flaring Incidents that occurred at the Tuscaloosa Refinery from July 1, 2001 through July 1, 2006, and has submitted a report on such incidents to EPA.

102. **Future Acid Gas Flaring and Tail Gas Incidents:** As specified by this Section IX.C., and consistent with the requirements of 40 C.F.R. § 60.11(d), Hunt shall investigate the cause of future AG Flaring and Tail Gas Incidents, take reasonable steps to correct the conditions that have caused or contributed to such AG Flaring and Tail Gas Incidents, and minimize AG Flaring and Tail Gas Incidents at the Tuscaloosa Refinery. Hunt shall continue to follow the AG

Flaring Incident investigation and corrective action procedures outlined in this Section IX.C. after termination of the Consent Decree, but the reporting and stipulated penalty provisions of this Subsection shall not apply after termination.

103. **Investigation and Reporting.** No later than forty-five (45) days following the end of an Acid Gas Flaring Incident occurring after the Date of Entry, Hunt shall submit to EPA and ADEM a report that sets forth the following:

a. The date and time that the Acid Gas Flaring Incident started and ended. To the extent that the Acid Gas Flaring Incident involved multiple releases either within a twenty-four (24) hour period or within subsequent, contiguous, non-overlapping twenty-four (24) hour periods, Hunt shall set forth the starting and ending dates and times of each release;

b. An estimate of the quantity of sulfur dioxide that was emitted and the calculations that were used to determine that quantity;

c. The steps, if any, that Hunt took to limit the duration and/or quantity of sulfur dioxide emissions associated with the Acid Gas Flaring Incident;

d. A detailed analysis that sets forth the Root Cause and all significant contributing causes of that Acid Gas Flaring Incident, to the extent determinable;

e. An analysis of the measures, if any, that are available to reduce the likelihood of a recurrence of an Acid Gas Flaring Incident resulting from the same Root Cause or significant contributing causes in the future. If two or more reasonable alternatives exist to address the Root Cause, the analysis shall discuss

the alternatives, if any, that are available, the probable effectiveness and cost of the alternatives, and whether or not an outside consultant should be retained to assist in the analysis. Possible design, operation and maintenance changes shall be evaluated. If Hunt concludes that corrective action(s) is (are) required under Paragraph 104, the report shall include a description of the action(s) and, if not already completed, a schedule for its (their) implementation, including proposed commencement and completion dates. If Hunt concludes that corrective action is not required under Paragraph 104, the report shall explain the basis for that conclusion;

f. A statement that: (a) specifically identifies each of the grounds for stipulated penalties in Paragraphs 106, 107 and 108 of this Decree and describes whether or not the Acid Gas Flaring Incident falls under any of those grounds, provided, however, that Hunt may choose to submit with the Root Cause Failure Analysis a payment of stipulated penalties in the nature of settlement without the need to specifically identify the grounds for the penalty. Such payment of stipulated penalties shall not constitute an admission of liability, nor shall it raise any presumption whatsoever about the nature, existence or strength of Hunt's potential defenses; (b) if an Acid Gas Flaring Incident falls under Paragraph 108 of this Decree, describes which Subparagraph 108.a or 108.b applies and why; and (c) if an Acid Gas Flaring Incident falls under either Paragraph 107 or 108.b, states whether or not Hunt asserts a defense to the Flaring Incident, and if so, a description of the defense;

g. To the extent that investigations of the causes and/or possible corrective actions still are underway on the due date of the report, a statement of the anticipated date by which a follow-up report fully conforming to the requirements of Subparagraphs 103.d and 103.e shall be submitted; provided, however, that if Hunt has not submitted a report or a series of reports containing the information required to be submitted under this Paragraph within the 45 day time period set forth in this Paragraph 103 (or such additional time as EPA may allow) after the due date for the initial report for the Acid Gas Flaring Incident, the stipulated penalty provisions of Section IX shall apply, but Hunt shall retain the right to dispute, under the dispute resolution provision of this Consent Decree, any demand for stipulated penalties that was issued as a result of Hunt's failure to submit the report required under this Paragraph within the time frame set forth. Nothing in this Paragraph shall be deemed to excuse Hunt from its investigation, reporting, and corrective action obligations under this Section for any Acid Gas Flaring Incident which occurs after an Acid Gas Flaring Incident for which Hunt has requested an extension of time under this Subparagraph 103.g; and

h. To the extent that completion of the implementation of corrective action(s), if any, is not finalized at the time of the submission of the report required under this Paragraph, then, by no later than thirty (30) days after completion of the implementation of corrective action(s), Hunt shall submit a report identifying the corrective action(s) taken and the dates of commencement and completion of implementation.

104. **Corrective Action.**

a. In response to any AG Flaring Incident occurring after the Date of Entry, Hunt shall take, as expeditiously as practicable, such interim and/or long-term corrective actions, if any, as are consistent with good engineering practice to minimize the likelihood of a recurrence of the Root Cause and all significant contributing causes of that AG Flaring Incident.

b. If EPA does not notify Hunt in writing within sixty (60) days of receipt of the report(s) required by Paragraph 103 that it objects to one or more aspects of Hunt's proposed corrective action(s), if any, and schedule(s) of implementation, if any, then that (those) action(s) and schedule(s) shall be deemed acceptable for purposes of compliance with Paragraph 104 of this Consent Decree.

c. EPA does not, by its agreement to the entry of this Consent Decree or by its failure to object to any corrective action that Hunt may take in the future, warrant or aver in any manner that any of Hunt's corrective actions in the future will result in compliance with the provisions of the Clean Air Act or its implementing regulations. Notwithstanding EPA's review of any plans, reports, corrective actions or procedures under this Section IX, Hunt shall remain solely responsible for non-compliance with the Clean Air Act and its implementing regulations. Nothing in this paragraph shall be construed as a waiver of EPA's rights under the Clean Air Act and its regulations for future violations of the Act or its regulations.

d. If EPA does object, in whole or in part, to Hunt's proposed corrective action(s) and/or its schedule(s) of implementation, or, where applicable, to the absence of such proposal(s) and/or schedule(s), it shall notify Hunt of that fact within sixty (60) days following receipt of the RCFA required by Paragraph 103. EPA shall not, in such notice, amend or modify the schedule of activities identified in Paragraph 103. If EPA and Hunt cannot agree on the appropriate corrective action(s), if any, to be taken in response to a particular Incident, either Party may invoke the Dispute Resolution provisions of Section XIX of the Consent Decree.

e. Nothing in this Section IX.C. shall be construed to limit the right of Hunt to take such corrective actions as it deems necessary and appropriate immediately following an Acid Gas Flaring Incident or in the period during preparation and review of any reports required under this Paragraph.

105. **Stipulated Penalties for Acid Gas Flaring Incidents.** The provisions of Paragraphs 106 through 109 are to be used by EPA in assessing stipulated penalties for AG Flaring Incidents occurring after the Date of Entry of this Consent Decree and by the United States in demanding stipulated penalties under this Section IX. The provisions of Paragraphs 106-109 do not apply to HC Flaring Incidents.

106. The stipulated penalty provisions of Paragraphs 106-109 shall apply to any Acid Gas Flaring Incident for which the Root Cause was one or more or the following acts, omissions, or events:

a. Error resulting from careless operation by the personnel charged with the responsibility for the Sulfur Recovery Plant, TGU, or Upstream Process Units;

b. Failure to follow written procedures; or

c. A failure of equipment that is due to a failure by Hunt to operate and maintain that equipment in a manner consistent with good engineering practice.

107. If the Acid Gas Flaring Incident is not a result of one of the Root Causes identified in Paragraph 106, then the stipulated penalty provisions of Section XVI shall apply if the Acid Gas Flaring Incident:

a. Results in emissions of sulfur dioxide at a rate greater than twenty (20.0) pounds per hour continuously for three (3) consecutive hours or more and Hunt failed to act in accordance with its PMO Plan and/or to take any action during the Acid Gas Flaring Incident to limit the duration and/or quantity of SO_2 emissions associated with such incident; or

b. Causes the total number of Acid Gas Flaring Incidents in a rolling twelve (12) month period to exceed five (5).

108. With respect to any Acid Gas Flaring Incident not identified in Paragraphs 106 or 107, the following provisions shall apply:

a. First Time: If the Root Cause of the Acid Gas Flaring Incident was not a recurrence of the same Root Cause that resulted in a previous Acid Gas Flaring Incident that occurred since Date of Entry, then:

i. If the Root Cause of the Acid Gas Flaring Incident was sudden, infrequent, and not reasonably preventable through the exercise of good engineering practice, then that cause shall be designated as an agreed-upon malfunction for purposes of reviewing subsequent Acid Gas Flaring Incidents and the stipulated penalty provisions of Section XVI shall not apply.

ii. If the Root Cause of the Acid Gas Flaring Incident was sudden and infrequent, and was reasonably preventable through the exercise of good engineering practice, then Hunt shall implement corrective action(s) pursuant to Paragraph 104, and the stipulated penalty provisions of Section XVI shall not apply.

b. Recurrence: If the Root Cause is a recurrence of the same Root Cause that resulted in a previous Acid Gas Flaring Incident that occurred since the Date of Entry, then Hunt shall be liable for stipulated penalties under Section XVI unless:

i. the Flaring Incident resulted from a Malfunction; or

ii. the Root Cause previously was designated as an agreed-upon malfunction under Paragraph 108(a)(i); or

iii. the AG Flaring Incident had as its Root Cause the recurrence of a Root Cause for which Hunt had previously developed, or was in the process of developing, a corrective action plan and for which Hunt had not yet completed implementation.

109. **Defenses.** Hunt may raise the following affirmative defenses in response to a demand by the United States for stipulated penalties:

a. Force Majeure.

b. As to Paragraph 106, the Acid Gas Flaring Incident does not meet the identified criteria.

c. As to Paragraph 107, Malfunction.

d. As to Paragraph 108, the Incident does not meet the identified criteria and/or was due to a Malfunction.

110. In the event a dispute under Paragraphs 105 through 109 is brought to the Court pursuant to the Dispute Resolution provisions of this Consent Decree, Hunt may also assert a Startup, Shutdown and/or Upset defense (including of an individual sulfur recovery unit within an SRP), but the United States shall be entitled to assert that such defenses are not available. If Hunt prevails in persuading the Court that the defenses of Startup, Shutdown and/or upset are available for AG Flaring Incidents under 40 C.F.R. § 60.104(a)(1), then Hunt shall not be liable for stipulated penalties for emissions resulting from such Startup, Shutdown and/or Upset. If the United States prevails in persuading the Court that the defenses of Startup, Shutdown and/or Upset are not available or applicable, then Hunt shall be liable for such stipulated penalties.

111. Other than for a Malfunction or Force Majeure, if no Acid Gas Flaring Incident occurs at the Tuscaloosa Refinery for a rolling 36 month period, then the stipulated penalty provisions of Section IX.E. shall no longer apply to that Refinery. EPA may elect to reinstate the stipulated penalty provision if such Refinery has an Acid Gas Flaring Incident which would otherwise be subject to stipulated penalties. EPA's decision shall not be subject to dispute resolution. Once reinstated, the stipulated penalty provision shall continue for the remaining life of this Consent Decree for that Refinery.

112. **Emission Calculations.**

a. Calculation of the Quantity of Sulfur Dioxide Emissions Resulting from AG Flaring. For purposes of this Consent Decree, the quantity of SO_2 emissions resulting from an AG Flaring Incident shall be calculated by the following formula:

Tons of SO_2 = [FR][TD][ConcH_2S][8.44×10^5].

The quantity of SO_2 emitted shall be rounded to one decimal point. (Thus, for example, for a calculation that results in a number equal to 10.050 tons, the quantity of SO_2 emitted shall be rounded to 10.1 tons.) For purposes of determining the occurrence of, or the total quantity of SO_2 emissions resulting from, an AG Flaring Incident that is comprised of intermittent AG Flaring, the quantity of SO_2 emitted shall be equal to the sum of the quantities of SO_2 flared during each 24-hour period starting when the Acid Gas was first flared.

b. Calculation of the Rate of SO_2 Emissions During AG Flaring. For purposes of this Consent Decree, the rate of SO_2 emissions resulting from an AG

Flaring Incident shall be expressed in terms of pounds per hour and shall be calculated by the following formula:

ER = [FR][ConcH_2S][0.169].

The emission rate shall be rounded to one decimal point. (Thus, for example, for a calculation that results in an emission rate of 19.95 pounds of SO_2 per hour, the emission rate shall be rounded to 20.0 pounds of SO_2 per hour; for a calculation that results in an emission rate of 20.05 pounds of SO_2 per hour, the emission rate shall be rounded to 20.1.)

c. Meaning of Variables and Derivation of Multipliers Used in the Equations in this Paragraph 111:

ER =	Emission Rate in pounds of SO_2 per hour
FR =	Average Flow Rate to Flaring Device(s) during Flaring Incident in standard cubic feet per hour
TD =	Total Duration of Flaring Incident in hours
ConcH_2S =	Average Concentration of Hydrogen Sulfide in gas during Flaring Incident (or immediately prior to Flaring Incident if all gas is being flared) expressed as a volume fraction (scf H_2S/scf gas)
8.44×10^{-5} =	[lb mole H_2S/379 scf H_2S][64 lbs SO_2/lb mole H_2S][Ton/2000 lbs]
0.169 =	[lb mole H_2S/379 scf H_2S][1.0 lb mole SO_2/1 lb mole H_2S][64 lb SO_2/1.0 lb mole SO_2]

The flow of gas to the AG Flaring Device(s) ("FR") shall be as measured by the relevant flow meter or reliable flow estimation parameters. Hydrogen sulfide concentration ("ConcH_2S") shall be determined from the Sulfur Recovery Plant feed gas analyzer, from knowledge of the sulfur content of the process gas being flared, by direct measurement by tutwiler or draeger tube

analysis or by any other method approved by EPA or the Co-Plaintiffs. In the event that any of these data points is unavailable or inaccurate, the missing data point(s) shall be estimated according to best engineering judgment. The report required under Paragraph 103 shall include the data used in the calculation and an explanation of the basis for any estimates of missing data points.

113. **Tail Gas Incidents**.

a.. Investigation, Reporting, Corrective Action and Stipulated Penalties. For Tail Gas Incidents, Hunt shall follow the same investigative, reporting, corrective action and assessment of stipulated penalty procedures as those set forth in Paragraphs 103 through 111 for Acid Gas Flaring Incidents. Those procedures shall be applied to TGU shutdowns, bypasses of a TGU, or other events which result in a Tail Gas Incident, including scheduled and unscheduled Shutdowns of a Claus Sulfur Recovery Plant. Hunt shall continue to follow the Tail Gas Incident investigation and corrective action procedure after termination of the Consent Decree, but the reporting and stipulated penalty provisions of this Subsection shall not apply after termination.

b. Calculation of the Quantity of SO_2 Emissions Resulting from a Tail Gas Incident. For the purposes of this Consent Decree, the quantity of SO_2 emissions resulting from a Tail Gas Incident shall be calculated by one of the following methods, based on the type of event:

i. If Tail Gas is combusted in a flare, the SO_2 emissions are calculated using the methods outlined in Paragraph 112; or

ii. If Tail Gas exceeding the 250 ppmvd (NSPS J limit) is emitted from a monitored SRP incinerator, then the following formula applies:

$$ER_{TGI} = \sum_{i=1}^{TD_{TGI}} [FR_{Inc.}]_i [Conc.\ SO_2 - 250]_i [0.169 \times 10^{-6}] \left[\frac{20.9 - \%\ O_2}{20.9}\right]_i$$

Where:

ER_{TGI} = Emissions from Tail Gas Unit at the SRP incinerator, pounds of SO_2 over a 24 hour period

TD_{TGI} = Hours when the incinerator CEM was exceeding 250 ppmvd SO_2 on a rolling twelve hour average, corrected to 0% O2, in each 24 hour period of the Incident

i = Each hour within TD_{TGI}

$FR_{Inc.}$ = Incinerator Exhaust Gas Flow Rate (standard cubic feet per hour, dry basis) (actual stack monitor data or engineering estimate based on the acid gas feed rate to the SRP) for each hour of the Incident

Conc. SO_2 = The average SO_2 concentration (CEMS data) that is greater than 250 ppm in the incinerator exhaust gas, ppmvd corrected to 0% O_2, for each hour of the Incident

% O_2 = O_2 concentration (CEMS data) in the incinerator exhaust gas in volume % on dry basis for each hour of the Incident

0.169×10^{-6} = [lb mole of SO_2 / 379 SO_2] [64 lbs SO_2 / lb mole SO_2] [1×10^{-6}]

Standard conditions = 60 degree F; 14.7 lb_{force}/sq.in. absolute

In the event the concentration SO_2 data point is inaccurate or not available or a flow meter for FR_{Inc}, does not exist or is inoperable, then Hunt shall estimate emissions based on best engineering judgment.

D. CONTROL OF HYDROCARBON FLARING INCIDENTS

114. For Hydrocarbon Flaring Incidents occurring after the Date of Entry, Hunt shall follow the same investigative, reporting, and corrective action procedures as those set forth in

Paragraphs 103 and 104 for Acid Gas Flaring Incidents; provided however, that in lieu of analyzing possible corrective actions under Paragraph 103.e and taking interim and/or long-term corrective action under Paragraph 104 for a Hydrocarbon Flaring Incident attributable to the startup or shutdown of a unit that Hunt has previously analyzed under this Paragraph, Hunt may identify such prior analysis when submitting the report required under this Paragraph. Hunt shall submit the Hydrocarbon Flaring Incident(s) reports as part of the Semi-annual Progress Reports required pursuant to Section XIII. Stipulated penalties under Paragraphs 103 through 111 and Section XVI shall not apply to Hydrocarbon Flaring Incident(s). The formulas at Paragraph 112, used for calculating the quantity and rate of sulfur dioxide emissions during AG Flaring Incidents, shall be used to calculate the quantity and rate of sulfur dioxide emissions during HC Flaring Incidents. Hunt shall continue to follow the HC Flaring Incident investigation and corrective action procedures after termination of the Consent Decree, but the reporting provisions of this Subsection shall not apply after termination.

E. STIPULATED PENALTIES UNDER THIS SECTION.

115. Nothing in this Section IX shall be understood to subject Hunt to stipulated penalties for HC Flaring Incidents under Paragraph 115.a. Hunt shall be liable for the following stipulated penalties for violations of the requirements of this Section. For each violation, the amounts identified below apply on the first day of violation, and are calculated for each incremental period of violation (or portion thereof):

(a) AG Flaring Incidents for which Hunt is liable under this Section.

Tons of SO_2 Emitted in AG Flaring Incident	Length of Time from Commencement of Flaring within the AG Flaring Incident to Termination of Flaring within the AG Flaring Incident is 3 hours or less	Length of Time from Commencement of Flaring within the AG Flaring Incident to Termination of Flaring within the AG Flaring Incident is greater than 3 hours but less than or equal to 24 hours	Length of Time from Commencement of Flaring within the AG Flaring Incident to Termination of Flaring within the AG Flaring Incident is greater than 24 hours
5 Tons or Less	$500 per ton	$750 per ton	$1000 per ton
Greater than 5 tons, but less than or equal to 15 tons	$1,200 per ton	$1,800 per ton	$2,300 per ton, up to, but not exceeding, $32,500 in any one calendar day
Greater than 15 tons	$1,800 per ton, up to, but not exceeding, $32,500 in any one calendar day	$2,300 per ton, up to, but not exceeding, $32,500 in any one calendar day	$32,500 per calendar day

i. For purposes of calculating stipulated penalties pursuant to this subparagraph, only one cell within the matrix shall apply. Thus, for example, for an AG Flaring Incident in which the AG Flaring starts at 1:00 p.m. and ends at 3:00 p.m., and for which 14.5 tons of sulfur dioxide are

emitted, the penalty would be $17,400 (14.5 x $1,200); the penalty would not be $13,900 [(5 x $500) + (9.5 x $1200)].

ii. For purposes of determining which column in the table set forth in this subparagraph applies under circumstances in which AG Flaring occurs intermittently during an AG Flaring Incident, the AG Flaring shall be deemed to commence at the time that the AG Flaring that triggers the initiation of an AG Flaring Incident commences, and shall be deemed to terminate at the time of the termination of the last episode of AG Flaring within the AG Flaring Incident. Thus, for example, for AG Flaring within an AG Flaring Incident that (i) starts at 1:00 p.m. on Day 1 and ends at 1:30 p.m. on Day 1; (ii) recommences at 4:00 p.m. on Day 1 and ends at 4:30 p.m. on Day 1; (iii) recommences at 1:00 a.m. on Day 2 and ends at 1:30 a.m. on Day 2; and (iv) no further AG Flaring occurs within the AG Flaring Incident, the AG Flaring within the AG Flaring Incident shall be deemed to last 12.5 hours -- not 1.5 hours -- and the column for AG Flaring of "greater than 3 hours but less than or equal to 24 hours" shall apply.

(b) For failure to timely submit any report required by Section IX.D, or for submitting any report that does not conform substantially to its requirements:

Period of Non-Compliance	Penalty per day
Days 1-30	$750
Days 31-60	$1,500
Over 60 days	$3,000

(c) For those corrective action(s) which Hunt (i) agrees to undertake following receipt of an objection by EPA pursuant to Paragraph 104; or (ii) is required to undertake following dispute resolution, then, from the date of EPA's receipt of Hunt's report under Paragraph 103 of this Consent Decree until the date that either: (i) a final agreement is reached between EPA and Hunt regarding the corrective action; or (ii) a court order regarding the corrective action is entered, Hunt shall be liable for stipulated penalties as follows:

Period of Non-Compliance	Penalty per day
Days 1-120	$50
Days 121-180	$100
Days 181 - 365	$300
Over 365 days	$3,000

or

1.2 times the economic benefit resulting from Hunt's failure to implement the corrective action(s).

(d) For failure to complete any corrective action under Paragraph 104 of this Decree in accordance with the schedule for such corrective action agreed to by Hunt or imposed on Hunt pursuant to the dispute resolution provisions of this Decree (with any such extensions thereto as to which EPA and Hunt may agree in writing):

Period of Non-Compliance	Penalty per day
Days 1-30	$1,000
Days 31-60	$2,000
Over 60 days	$5,000

F. Certification

116. All notices, reports or any other submissions required of Hunt by this Section IX shall contain the following certification:

> "I certify under penalty of law that this information was prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my directions and my inquiry of the person(s) who manage the system, or the person(s) directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete."

117. Except as otherwise provided herein, the reporting requirements set forth in this Section IX do not relieve Hunt of its obligation to any State, local authority, or EPA to submit any other reports or information required by the CAA, or by any other state, federal or local requirements.

G. Flare Gas Recovery Systems

118. Periodic Maintenance of Flare Gas Recovery Systems. The Parties recognize that periodic maintenance may be required for properly designed and operated flare gas recovery systems. To the extent that Hunt currently operates or will operate flare gas recovery systems, Hunt will take all reasonable measures to minimize emissions while such periodic maintenance is being performed.

119. Safe Operation of Refining Processes. The Parties recognize that a flare gas recovery system may need to be bypassed in the event of an emergency, including unscheduled maintenance of such system in order to ensure continued safe operation of refinery processes. Nothing in this Consent Decree precludes Hunt from temporarily bypassing a flare gas recovery

system under such circumstances. To the extent that a Hydrocarbon Flaring Incident at Hunt's Tuscaloosa Refinery has as its Root Cause the bypass of a flare gas recovery system for safety or maintenance reasons as stated above, Hunt will be required only to describe the emergency or maintenance activity giving rise to the Hydrocarbon Flaring Incident, including an estimate of emissions, and to list the date, time, and duration of such Incident in the semiannual reports due under Section XIII.

120. Commissioning. For the six (6) month period after the installation of a flare gas recovery system (that is, during the time in which the flare gas recovery system is being commissioned), Hunt will not be required to undertake Hydrocarbon Flaring Incident investigations if the Root Cause of the Hydrocarbon Flaring Incident is directly related to the commissioning of the flare gas recovery system and will not be required to take any further action.

X. MACT COMPLIANCE AND REFINERY AUDITS

A. MACT COMPLIANCE

121. As of the Date of the Lodging of this Consent Decree, Hunt shall accept applicability as a major source as defined in Section 112(a) of the Clean Air Act for purposes of demonstrating compliance with 40 C.F.R. Part 63, Subpart CC at the Sandersville Refinery and, no later than three years after the Date of Lodging of this Consent Decree, shall comply with the requirements of 40 C.F.R. Part 63, Subpart CC, for each petroleum refining process unit and related emission point (as defined by 40 C.F.R. § 63.640) located at the Sandersville Refinery. Hunt is already subject to Subpart CC at the Tuscaloosa refinery.

122. As of the Date of the Lodging of this Consent Decree, Hunt shall accept applicability as a major source as defined in Section 112(a) of the Clean Air Act for purposes of

demonstrating compliance with 40 C.F.R. Part 63, Subpart LLLLL at the Sandersville Refinery and, no later than four years after the Date of Lodging of this Consent Decree, shall comply with the requirements of 40 C.F.R. Part 63, Subpart LLLLL, for each asphalt processing and asphalt roofing manufacturing facility (as defined by 40 C.F.R. § 63.8698) located at the Sandersville Refinery. Hunt is already subject to Subpart LLLLL at the Tuscaloosa refinery.

123. Until compliance is achieved, Hunt shall submit an annual progress report within thirty (30) days after the end of each calendar year describing its progress toward complying with the above MACT requirements.

B. NSPS QQQ Audits

124. Hunt may elect to perform an audit of compliance with the regulatory obligations promulgated at 40 C.F.R. Part 60, Subpart QQQ ("Subpart QQQ") at Hunt's Tuscaloosa and Sandersville Refineries ("QQQ Audit"). Within ninety (90) days from the Lodging of the Consent Decree, Hunt shall notify EPA in writing which refineries, if any, are electing to perform a QQQ Audit pursuant to this Section.

125. QQQ Audits may cover all potential obligations from the effective date of Subpart QQQ through the date of the audit, including, but not limited to: (1) potential failures to make required applicability determinations; (2) potential failures to install proper control or monitoring equipment; (3) potential failures to undertake work practices; and (4) potential failures to submit accurate and/or timely reports.

126.a. The QQQ Audits may be performed by either an outside contractor or qualified internal staff. Hunt may consult with EPA regarding the scope of any of the proposed QQQ Audits. The QQQ Audits must be completed within one (1) year of notification under Paragraph 124.

126.b. Hunt shall submit the final QQQ Audit report to EPA within thirty (30) days of completion of the QQQ Audit. (the "QQQ Audit Report"). The QQQ Audit Report shall: describe the processes, procedures, and methodology used to conduct the audit; clearly identify any violations or potential violations of Subpart QQQ discovered at the Refinery through the QQQ Audit; describe any and all measures taken or to be taken to correct the disclosed violations; and provide details concerning the costs associated with such corrective action(s) and economic benefit(s) obtained by such company.

126.c Each QQQ Audit report shall be signed by a responsible corporate official of Hunt and the following certification shall directly precede such signature:

> I certify under penalty of law that this information was prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my directions and my inquiry of the person(s) who manage the system, or the person(s) directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete."

127. Violations and potential violations reported in a QQQ Audit and corrected by the date of the QQQ Audit Report or such other reasonable additional time as EPA allows shall be deemed to satisfy the requirements of EPA's Audit Policy. Within 90 days after EPA receives the QQQ Audit Report, EPA shall notify Hunt in writing whether the QQQ Audit is consistent with this Section XB. If EPA notifies Hunt that the QQQ Audit was not consistent with the requirements of Section XB, then Hunt may correct the identified problems and re-submit the report for approval within 90 days, or invoke the Dispute Resolution (Section XIX). Within 90 days after any re-submittal of the QQQ Audit Report, EPA shall finally approve or disapprove the QQQ Audit conducted by Hunt. If EPA notifies Hunt that the QQQ Audit Report is approved, then Hunt shall thereupon be released from liability for any claims for civil and

administrative penalties with respect to all violations or potential violations disclosed and corrected in accordance with this Section X, and contained in EPA's notification.

128. For each Refinery that undertakes a QQQ Audit, Hunt shall pay a stipulated penalty of $50,000, in total, for each such Refinery covering any and all disclosed violations, but if EPA determines that the economic benefit of non-compliance exceeds $25,000, Hunt shall pay an additional stipulated penalty equal to the difference between such economic benefit and $25,000.

C. Refinery MACT I Audits

129. Hunt may elect to perform an audit of compliance with the regulatory obligations of 40 C.F.R. Part 63, Subpart CC promulgated at 40 C.F.R. Section 63.640 et seq., (the "Refinery MACT I") at one or more Hunt Refineries. Within ninety (90) days of the Date of Lodging, Hunt shall notify EPA in writing which Refineries, if any, are electing to perform a MACT Audit pursuant to this Section X.

130. MACT Audits may cover all potential obligations from reporting years 1999 through Date of Entry of this Decree. Reporting obligations under MACT CC may include, but are not limited to: (1) potential failures to make required applicability determinations; (2) potential failures to install proper control or monitoring equipment; (3) potential failures to undertake work practices; and (4) potential failures to submit accurate and/or timely reports.

131. The MACT Audits may be performed by either an outside contractor or qualified internal staff. Hunt may consult with EPA regarding the scope of any of the proposed MACT Audits. The MACT Audits must be completed by no later than one year of notification under Paragraph 129.

132. For each Refinery electing to conduct a MACT Audit, a final MACT Audit Report shall be submitted to EPA within 30 days of completion of the MACT Audit. The MACT Audit Report shall describe the processes, procedures, and methodology used to conduct the audit; clearly identify any violations or potential violations of Refinery MACT I discovered at the Refinery through the MACT Audit; describe any and all measures taken to correct the disclosed violations; and provide details concerning the costs associated with such corrective action(s) and economic benefit(s) obtained by such company.

133. Each MACT Audit Report shall be signed by a responsible corporate official of Hunt and the following certification shall directly precede such signature:

> "I certify under penalty of law that this information was prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my directions and my inquiry of the person(s) who manage the system, or the person(s) directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete."

134. Violations and potential violations reported in a MACT Audit Report and corrected by the date of the MACT Audit Report or such other reasonable additional time as EPA allows shall be deemed to satisfy the requirements of EPA's Audit Policy. Within 90 days after EPA receives the MACT Audit Report, EPA shall notify Hunt in writing whether the MACT Audit is consistent with this Section XC. If EPA notifies Hunt that the MACT Audit was not consistent with the requirements of Section XC, Hunt may correct the identified problems and re-submit the Report for approval within 90 days, or invoke the Dispute Resolution (Section XIX). Within 90 days after any re-submittal of the MACT Audit Report, EPA shall finally approve or disapprove the MACT Audit conducted by Hunt. If EPA notifies Hunt that the Audit Report is approved, then Hunt shall thereupon be released from liability for

any claims for civil and administrative penalties with respect to all violations or potential violations disclosed and corrected in accordance with this Section X, and contained in EPA's notification.

135. For each Refinery that undertakes a MACT I Audit, Hunt shall pay a stipulated penalty of $50,000, in total, for such Refinery covering any and all disclosed violations, but if EPA determines that the economic benefit of its non-compliance exceeds $25,000, Hunt shall also pay an additional stipulated penalty equal to the difference between such economic benefit and $25,000.

XI. PERMITTING

136. Construction. Hunt agrees to apply for and make best efforts to obtain in a timely manner all appropriate federally enforceable permits (or construction permit waivers) for the construction of the pollution control technology required to meet the above pollution reductions at Hunt's Refineries. Nothing in this paragraph constitutes a determination by the United States or any Co-Plaintiff hereto, nor any admission by Hunt that any permit is required prior to the installation or operation of any equipment installed pursuant to this Consent Decree.

137. In submitting to the appropriate permitting authority an application for an air quality permit governing any emission control measure identified in this Consent Decree, Hunt may include in its permit application any contemporaneous changes associated with a single project.

138. In the event that any provision of this Consent Decree provides for imposition upon an emission unit of any emission limitation, either through the Consent Decree or any air quality permit to be issued in accordance with the terms of the Consent Decree, the compliance of the

emission unit with the relevant emission limitation shall be determined based only on emissions from the source subsequent to the effective date of the emission limitation.

139. Obtaining Permit Limits for Consent Decree Emission Limits and Standards That Are Effective Upon Entry. Within six (6) months after the Date of Entry of this Consent Decree, Hunt shall submit applications to the appropriate permitting authority to incorporate the emission limits and standards required by the Consent Decree that are effective as of the Date of Entry of the Consent Decree into federally enforceable minor or major new source review permits or other permits (other than Title V permits) which are federally enforceable. Following submission of the permit application, Hunt shall cooperate with the appropriate permitting authority by promptly submitting all information that such permitting authority seeks following its receipt of the permit application. Upon issuance of such permits or in conjunction with such permitting, Hunt shall file any applications necessary to incorporate the requirements of those permits into the Title V permit for the relevant refinery. Nothing in this Consent Decree is intended nor shall it be construed to require the establishment of emission limits (e.g. pounds per hour or tons per year) other than those concentration or rate based limits expressly prescribed in this Consent Decree.

140. Obtaining Permit Limits For Consent Decree Emission Limits That Become Effective After Date of Entry. As soon as practicable, but in no event later than ninety (90) days after the effective date or establishment of any emission limits and standards required by or under this Consent Decree, Hunt shall submit applications to the appropriate permitting authority to incorporate those emission limits and standards into federally enforceable minor or major new source review permits or other permits (other than Title V permits) which are federally enforceable. Following submission of the permit application, Hunt shall cooperate with the

appropriate permitting authority by promptly submitting all information that such permitting authority seeks following its receipt of the permit application. Upon issuance of such permit or in conjunction with such permitting, Hunt shall file any applications necessary to incorporate the requirements of that permit into the Title V permit of the appropriate refinery.

141. Mechanism for Title V Incorporation. The Parties agree that the incorporation of any emission limits or other standards into the Title V permits for the Hunt Refineries, as required in Paragraphs 139 and 140, shall be in accordance with the applicable state or local Title V rules.

142. This Consent Decree is not intended to require the continued use of a particular control technology past the compliance dates established in this Consent Decree. The parties agree that once the concentration based permit limits are established using the methodology provided for in the Consent Decree, Hunt may elect to comply with that concentration based permit limit through other control technology methods. Nothing here relieves Hunt from obtaining any appropriate state permits or authorizations to switch to such other control technology or methods.

143. Obligations that Shall Survive Consent Decree Termination. The requirements imposed by the following provisions of this Consent Decree that shall survive termination of the Consent Decree under Section XXI:

a. Section V (Paragraphs 21, 26, and 27);

b. Section VI (Paragraphs 28.a and 28.b, and 32);

c. Section VIII (Paragraph 58.a as to Subpart GGG);